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Rollins Leasing Corp.

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SFUND RECORDS CTR
1851-04828

April 1, 1993

3514-E2

CONTAINS BUSINESS
CONFIDENTIAL INFORMATION

FEDERAL EXPRESS

Phillip Ramsey
South Coast Groundwater Section (H-6-4)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

Re: Puente Valley Operable Unit ("PVOU") -- Response
to Request for Information

Dear Mr. Ramsey:

On February 12, 1993, your office issued a notice of potential liability (the "Notice") and an Information Request to Rollins Leasing Corporation ("RLC"). Mark Klaiman, the United States Environmental Protection Agency ("EPA") Assistant Regional Counsel, granted RLC an extension of time until March 29, 1993 to respond to the Notice and to the Information Request. The response to the Notice was mailed to you on March 26, 1993, and is incorporated by reference into this Response.

Preliminary Statement

As set forth in RLC's response to the Notice, the issuance of the Notice is not legally or factually supportable, and there is no basis for RLC to participate in any response activities relating to the PVOU. RLC's Response to the Information Request and the documents enclosed with the Response further bear out RLC's position that it is not a potentially responsible party ("PRP").

RLC objects to EPA's Request for Information as unduly burdensome and overly broad. For example, the instructions to identify "all persons" who have knowledge of the

subject matter is not only burdensome, but unreasonable within the time-frame of the Information Request.

The Information Request goes well beyond the scope of Section 104(e)(2) of CERCLA, 42 U.S.C. § 9604(e)(2). The purpose of the Information Request appears to be to engage in litigation discovery as contemplated by the Federal Rules of Civil Procedure, rather than to obtain the type of information contemplated by CERCLA. In addition, EPA's demand for an affidavit from a "responsible official" is not supported by any of the legal authorities cited by EPA. Subject to and without waiving the above objections, RLC responds as follows:

- (1) As set forth in RLC's response to the PRP Notice, the property at 18301 E. Arenth Avenue in the City of Industry (hereinafter referred to as the "Monadnock Property" or "the Property") was divided into two parcels on October 13, 1988. Upon division, the two parcels were identified as the "Plant Parcel" and the "Undeveloped Parcel." In February of 1992, RLC purchased the parcel known as the "Undeveloped Parcel" from Charles M. Miller.
- (2) (a) Based on our review of the enclosed documents, including a document titled Settlement Agreement and Mutual Release dated January 5, 1990, it appears that TRW operated at the Monadnock Property from at least 1968 through 1980. According to information obtained by RLC's consultant, however, the Monadnock Division of United Car Fasteners moved to the Property in 1966, and TRW acquired the Property in 1979. On October 23, 1980, the Monadnock Company ("Old Monadnock"), a corporation organized under California law and wholly-owned by Charles and Thalia Miller, purchased the real property and assets relating to the Monadnock business from TRW. Old Monadnock continued operations at the Property until approximately 1987.

On September 30, 1987, Old Monadnock sold most of its assets and the right to use the name "Monadnock" to a corporation organized under the laws of California and known as HCH Acquisition Corp. Old Monadnock, Charles Miller and HCH Acquisition Corp. executed a document entitled "Asset Sale Agreement" dated September 30, 1987 in connection with the sale of the Monadnock Plant business assets. Old Monadnock changed its name to C.M. Miller Enterprises, Inc. and continued in existence until February 29, 1988, when it dissolved and distributed its assets to Charles Miller and Thalia Miller. HCH Acquisition Corp. changed its name to The Monadnock Company ("New

Monadnock"). Essentially all of the assets of the Monadnock Plant business were sold to New Monadnock, except for the real property (the "Monadnock Property"), which, as stated above, consists of two parcels: one parcel which included the plant building (the "Plant Parcel"), and the other which was undeveloped (the "Undeveloped Parcel"). Charles Miller and Thalia Miller thereafter owned the Plant Parcel in equal undivided shares, and leased the Plant Parcel to New Monadnock under a lease dated September 30, 1987. Charles Miller owned 100% of the Undeveloped Parcel.

As stated in our response to Question No. 1, RLC purchased the Undeveloped Parcel from Charles Miller in February of 1992.

- (2) (b) The information available to RLC regarding past releases or threats of releases of hazardous substances at the Property are set forth in the enclosed documents, including, but not limited to, the following: (a) WCM Environmental Site Assessment (including enclosures thereto) (March 9, 1992); (b) Report on Soil Remediation (May 8, 1989); (c) Work Plan to Remediate Soils and Investigate Groundwater by IDEA (March 1992); (d) Letter dated July 31, 1992 by WCM to Rollins Leasing providing Site Investigation Summary; (e) Property Information Sheet by Commerce Escrow Company dated December 13, 1991; (f) RWQCB Letter dated June 21, 1989 to Charles Miller regarding soil remediation and approving closure of excavation; (g) March 1, 1990 Work Plan to Evaluate Potential Onsite Sources of Contamination in Vadose Zone by Woodward-Clyde Consultants; and (h) February 7, 1990 Letter to Charles Miller from TRW on Well Samples analysis.
- (3) (a) See Response to Question 2(a).
- (3) (b) See Response to Questions 2(a) and 2(b).
- (3) (c) See Response to Question 2(b).
- (4) RLC acquired the "Undeveloped Portion" of the Property after the disposal or placement of hazardous substances, if any, at the Property. As noted above, RLC purchased the "Undeveloped Parcel" in February of 1992. No operations were taking place on the parcel at that time which could result in the release or threat of release of hazardous substances. In fact, RLC's consultant noted in its pre-purchase due diligence review report that "[t]here is no evidence that this property has had any operations between 1990 and the present." See

Environmental Site Assessment Report at 5.

Since the purchase, RLC has only undertaken construction activities at the "Undeveloped Parcel." None of RLC's activities at the "Undeveloped Parcel" over the last year could have contributed to a release or threat of release of hazardous substances.

- (5) Prior to purchase of the "Undeveloped Parcel," RLC's consultant, The WCM Group, Inc. ("WCM") completed an environmental due diligence assessment of the Property. On February 4 and 5, 1992 WCM evaluated the 3.521 acres located at 18301 E. Arenth Avenue, which includes the two separate parcels.

During its due diligence review, WCM discovered that the Regional Water Quality Control Board ("RWQCB") had issued a Cleanup and Abatement Order to Charles M. Miller, C.M. Miller Enterprises, Inc., and the Monadnock Company requiring them to clean up and abate soil and groundwater contamination at the Monadnock facility.

Although RLC recognized that the RWQCB might consider the Monadnock Property as one parcel for purposes of investigation and remediation, the Undeveloped Parcel is clearly a separate legal parcel. Moreover, although RLC's due diligence disclosed that there was some contamination along the boundaries of the "Undeveloped Parcel" and that TRW, Inc. might have to enter that Parcel to complete its remediation of the "Plant Parcel", the due diligence disclosed no contamination on the "Undeveloped Parcel" which would require further remediation.

WCM, also concluded in a summary of its 1992 investigation of the East Arenth Avenue property that:

the contamination appears to be confined to the western property boundary associated with the old sewer line and the northern property boundary associated with the concrete cap. All analysis within the property boundaries show contamination to be rapidly decreasing or non-detectable.

Similarly, in a letter dated December 21, 1992 (which is enclosed), TRW notified RLC that "no soil contamination of any kind has been found on or

beneath the footprint where development and construction activities have been planned by Rollins."

It is therefore evident that there has been no release or threat of release of hazardous substances from the "Undeveloped Property." Moreover, even if such releases exist, any releases where the results of the acts or omission of third parties. See 42 U.S.C. § 9607(b)(3). A review of the enclosed documents clearly identifies those parties. Mr. Phillip Chandler of the RWQCB (the agency which is investigating the sites in the PVOU pursuant to a cooperative agreement with EPA) has stated to RLC's consultant that TRW has full responsibility for the clean-up of the Monadnock Property.

- (6) Enclosed are various insurance policies held by RLC for the time period October 1, 1991 to October 1, 1993.
- (7) Enclosed is an audited financial statement for RLC. The audit was conducted by KPMG Peat Marwick. This information is subject to a confidentiality claim.
- (8) Enclosed are RLC's income tax returns for the years 1988, 1989 and 1990. This information is subject to a confidentiality claim.
- (9) Enclosed are the by-laws and incorporation documents for RLC.


As noted above, RLC has been on the "Undeveloped Parcel" for a little over a year. Most of the information available to RLC is therefore based on documents provided to RLC by previous owners of the Property and based on the environmental site assessment report prepared by WCM. Gary Carroll, the WCM consultant who performed the site assessment, has therefore been interviewed for this Response.

As also noted above, RLC is asserting a claim of business confidentiality with regard to the information disclosed in response to questions seven (7) and eight (8). The confidentiality claim is asserted pursuant to 42 U.S.C. §§ 9604(e)(7)(C) and 40 C.F.R. § 2.203(b).

Phillip Ramsey
April 1, 1993
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Please call the undersigned if you have any questions regarding this Response, or if you require additional information.

Sincerely,


J. Carlisle Peet, III

Enclosures



The WCM Group, Inc.

1851- 04828

March 9, 1992

Mr. M.P. King
Vice President Real Estate
and Construction
Rollins Leasing Corporation
2200 Concord Pike
Wilmington, Delaware 19803

FEDERAL EXPRESS
AIRBILL NUMBER
1543075041

Reference: Phase I and Phase II Environmental Site Assessment

Dear Mr. King:

Please find enclosed the Phase I and Phase II Environmental Site Assessment which was prepared for the property located at 18301 E. Arenth Avenue, City of Industry, California.

Should you have any questions or concerns regarding this material, please contact me at your convenience.

Sincerely,

Gary L. Carroll
Director Operations
and Engineering

GLC/ca
10373:037161.IND

Enclosure

cc: D. Norman

ENVIRONMENTAL SITE ASSESSMENT

**FOR THE EVALUATION OF
ENVIRONMENTAL CONDITIONS**

**LOCATED AT
18301 E. ARENTH AVENUE
INDUSTRY, CALIFORNIA**

**Prepared for
ROLLINS LEASING CORPORATION**

March 9, 1992

**Prepared by
The WCM Group, Inc.
9802 FM 1960 Bypass
Suite 200
Humble, Texas 77338**

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LIST OF ATTACHMENTS

- A Settlement Agreement and Mutual Release
- B California Regional Water Quality Control Board's Cleanup and Abatement Order
- C Aerial Photographs
- D Sample Analyses
- E Phase 2B Evaluation of Potential On-site Sources of Contamination in Vadose Zone at Monadnock Company Facility
- F Phase 2A and 2 Evaluation of Potential On-site Sources of Contamination in Vadose Zone at Monadnock Company Facility
- G Site Photographs

FIGURES

- 1 Site Location Map
- 2 USGS Topography Map

Introduction

1. INTRODUCTION

A Phase I and II Environmental Site Assessment was conducted on February 4 and 5, 1992 by Mr. Gary L. Carroll, The WCM Group, Inc. The drilling contractor was NorCal Engineering located in Los Alamitos, California.

The site evaluated is approximately 3.521 acres located at 18301 E. Arenth Avenue, Los Angeles County, City of Industry, California (refer to Figure 1 for site location).

The Monadnock property consists of two parcels: one parcel includes the plant building (the "Plant Parcel"), and the other is presently undeveloped (the "Undeveloped Parcel"). The "Undeveloped Parcel" is the proposed Rollins Leasing property.

This site is undeveloped and was split from the Monadnock Property "Plant Parcel". The undeveloped parcel is described as: Parcel 2 according to Parcel Map No. 254, recorded in Book 211, pages 46 and 47 of Maps, in the Official Records of Los Angeles County.

Both phases of the Environmental Site Assessment covered the entire 3.521 acre tract located at 18302 E. Arenth Avenue, City of Industry, California.

2. OBJECTIVES

A Phase I and II Environmental Site Assessment was conducted by The WCM Group, Inc. This assessment was conducted in order to aid the Purchaser of the site in identifying features which could be detrimental with regard to the environmental integrity of the property, current environmental problems that could adversely affect an otherwise normal business activity, and to avoid or minimize liability for costly remedial actions, fines or damage claims.

3. SITE OVERVIEW

The geographic coordinates of the site are 117°54'15" West Longitude and 34°00'30" North Latitude. (Refer to Figure 2 for a USGS Map showing the site location.)

The site inspected is known as the Monadnock Company located at 18301 E. Arenth Avenue, City of Industry, California. This property is flat and undeveloped with approximately 3 - 5 feet of backfill throughout the site. There is grassy vegetation with numerous citrus (lemon and orange) trees located on the property.

The only structure located on this site is an old house with a concrete cellar.

In 1966, the Monadnock Division of United Car Fastener moved its operations to this location. Numerous flat beds of equipment and machinery were cleaned with chlorinated solvents before moving into the building that is located on the plant parcel.

In 1979, TRW, Inc. acquired this property from Monadnock. In 1980 Charles M. Miller purchased the property from TRW and continued operating the Monadnock Plant business until approximately 1987 (refer to Attachment A for Settlement Agreement and Mutual Release).

Monadnock (the Plant Parcel) is located to the north of this property. The California Regional Water Quality Control Board (RWQCB) determined that there is known contamination from discharges of solvents

and other chemicals at this facility. A Cleanup and Abatement Order was issued to Charles M. Miller, C.M. Miller Enterprises, Inc., and the Monadnock Company to cleanup and abate the effects of contaminants discharged to the soil and groundwater (refer to Attachment B).

Presto Foods is a company located to the west of this property. According to Jerry Nezu, Presto Foods makes various products including a nondairy liquid creamer, an aerosol whipped topping, and cake mix toppings. Jerry Nezu said they do not have any underground storage tanks, store any chemical's on-site, or generate any hazardous waste.

Lithonia West is a company located to the east of this property. According to James Johnson, Lithonia West is a manufacturer of fluorescent lighting. Mr. Johnson said that Lithonia does not have any underground storage tanks on their property, store any chemical's on-site, or generate any hazardous waste.

4. SITE BACKGROUND/OPERATING HISTORY

4.1 Current Ownership/Prior Ownership

Charles M. Miller and Thalia Miller, C. M. Miller Enterprises, Inc., are the current owners of the Monadnock Company located at 18301 E. Arenth Avenue, City of Industry, California.

A Chain of Title Record was not available for review to determine any easements or right-of-ways for utilities, water lines, sanitary sewers, etc., granting of mineral rights, or past ownerships.

4.2 Review of Aerial Photographs

Aerial photographs of the site were obtained from Adams Aerial Surveys, Inc. The photographs obtained were of a 1"=3,000' scale taken on May 5, 1975 and February 12, 1985, and of a 1"=3,333' scale taken on January 31, 1992 (refer to Attachment C).

The photographs have been highlighted with an arrow to show the "undeveloped parcel" site location.

The "plant parcel", which is located north of this property, is apparent on all three of these aerial photographs.

The 1992 photograph shows Fullerton Road being cut through along the west side of the property. According to the attached USGS Topographical Map, Fullerton Road stopped at the Pomona Freeway, but as indicated on this aerial photograph is now being extended to Valley Boulevard.

5. ENVIRONMENTAL SETTING

5.1 Surface Water Characteristics

The site elevation is approximately 405 feet National Geodetic Vertical Datum (NGVD) according to our interpretation of the United States Geological Services (USGS) topography map (refer to Figure 2).

Based on The WCM Group, Inc.'s personal investigation of the property, the ground is considered relatively flat with a large mound of backfill within the property. Surface water run-off flows across the property east to west.

5.2 Groundwater

During subsurface site drilling on February 4 and 5, 1992, groundwater was encountered in Boring 1, 2, and 3 at a depth of 35 feet. Analyses of the water and soil samples were conducted by Associated Laboratories (refer to Attachment D).

A Groundwater Investigation Program has not been completed at this time, but was recommended in the Phase 2B Evaluation prepared by ID Environmental Associates (IDEA) (refer to Attachment E).

6. REGULATORY/GOVERNMENTAL AGENCY INQUIRIES

In the fall of 1986, contamination was discovered on the Monadnock Property (Plant Parcel). The RWQCB, the California Department of Health Services, the United States Environmental Protection Agency and any other governmental body that has enforcement jurisdiction over the environmental conditions was subsequently notified. A cleanup and abatement order were issued to Miller Enterprises, Charles Miller and "The Monadnock Company" requiring the Abatement Order addressees to undertake certain study and remedial actions on or about the Monadnock Property.

In 1988, Miller Enterprises brought various claims against TRW seeking to recover past and future costs of investigating or remediating contamination at the Monadnock Property.

According to the Settlement Agreement and Mutual Release (Attachment A), on September 29, 1989, an amended cleanup and abatement order were issued to TRW, Charles Miller, Miller Enterprises and Old Monadnock requiring these parties to perform certain investigations and remedial actions at the Monadnock Property.

As a condition of the amended cleanup and abatement order issued by the RWQCB, TRW is required to determine any other contamination sources in the vadose zone on-site and evaluate threat to groundwater from residual contamination (refer to Attachment F - Phase 2A and 2 Evaluation of Potential On-site Sources of Contamination in Vadose Zone at Monadnock Company Facility).

7. RESULTS OF THE ON-SITE INSPECTION

7.1 Observations

The purpose of this Environmental Site Assessment is to identify areas that may indicate environmental concerns. This walk-through was conducted on February 4 and 5, 1992 and covered the entire 3.521 acre tract which Rollins Leasing Corporation is considering purchasing.

Photographs taken on February 4 and 5, 1992 can be found in Attachment G.

The RWQCB has determined that discharges of solvents and other chemicals have occurred from the Monadnock Company's "Plant Parcel".

According to Philip Chandler, the RWQCB has assumed the overview of the cleanup of this property. He stated that no other agency would be concerned due to concentrations of contaminants being below the hazardous waste level according to 40 CFR 261.24. He did say that the RWQCB is concerned that this source may contaminate the groundwater and the USEPA could possibly get involved in the future under CERCLA.

Philip Chandler also stated that the valley in the City of Industry has been declared a Superfund concern due to groundwater contamination.

There is a creek located south of this property. According to records at the RWQCB, this creek flowed through this property until it was rerouted along Arenth Avenue on the south side of the property. An old creek bed traverses the northern boundary of the proposed Rollins Leasing property.

7.2 Sampling Results

A total of eight soil samples and three water samples were submitted for analyses to Associated Laboratories. The table below lists the sample analyses. (Refer to Attachment C for sampling analyses.)

Sample ID No.	Boring Depth	Chromium mg/kg	Cyanide mg/kg	Lead mg/kg	PCB's & Pesticides	Purgeable Organics ug/L	Semi-Volatile Organics
B-1	5'	19.5	ND	ND	ND	ND	ND
B-1	10'	14.7	ND	ND	ND	ND	ND
B-1	35'	3.40	ND	ND		ND	ND
B-2	5'	28.6	ND	ND	ND	ND	ND
B-2	10'	17.8	ND	ND	ND	ND	ND
B-2	35'	1.11	ND	0.064		1,1-Dichloroethene 1,547 1,1-Dichloroethane 43 Chloroform 18 1,2-Dichloroethane 194 1,1,1-Trichloroethane 6 Trichloroethene 6,193 Toluene 13 1,1,2-Trichloroethane 24 Tetrachloroethane 642	ND
B-3	5'	38.9	ND	ND	ND	ND	ND
B-3	10'	17.6	ND	ND	ND	ND	ND
B-3	35'	0.23	0.05	0.04		1,1-Dichloroethene 155 1,2-Trichloroethane 77 Trichloroethene 316 Tetrachloroethene 36	ND
B-4	5'	16.7	ND	ND	ND	ND	ND
B-5	5'	25.7	ND	ND	ND	ND	ND

7.3 Conclusions

Philip Chandler, RWQCB stated that future excavation on this property is unlikely except for the replacement of the existing sewer lines on the western boundary.

Mr. Chandler also stated that what concerns him now is that the vapor readings are extremely high indicating some type of contamination, but the actual chemical analyses are non-detect. He believes that vapor extraction may be required, but the extent is unknown at this time.

Laboratory data obtained from the site investigation conducted by The WCM Group, Inc., indicate that chromium exists in elevated levels within the boundaries of the proposed property. These levels decrease with soil depth which indicate that past surface contamination or the fill material, contained elevated levels

of chromium. Chromium has been identified as a contaminant in the original TRW site assessment. However, the horizontal and vertical extent of chromium contamination on the subject property has not been defined.

Water samples from borings B-2 and B-3 indicate high levels of purgeable organics. These borings are in close proximity to the concrete cap covering the former waste pits. Chemical analyses confirm the presence of dichloroethene, trichloroethane, and tetrachloroethene, but additional organics appeared which are not mentioned in the files reviewed at the RWQCB. These additional organics should be established in the pre-existing definition.

TRW has assumed all responsibility for the cleanup of pre-existing conditions. According to the "Settlement and Mutual Release" (Attachment A), pre-existing conditions are defined as any future spreading of existing contamination, and any conditions caused by the operations of TRW or its agents before January, 1990.

There is no evidence that this property has had any operations between 1990 and the present.

We understand that the concrete cap area will be fenced and will not be utilized by Rollins Leasing Corporation.

Future site remediation is very probable, but to what extent is unknown at this time. At a minimum, the replacement of the sewer line to the west and the installation of a vapor extraction unit. Therefore, as to what the impact will be on Rollins' operation cannot be determined.

8. LIMITATIONS

This report is based on The WCM Group's professional evaluation of the available data gathered and reviewed by WCM regarding the site. The findings and conclusions must be considered not as scientific certainties, but rather as our professional opinion after review of the limited data gathered during the course of the environmental site assessment. No warranty or representation is either expressed, implied, included or intended. Specifically, WCM does not and cannot represent that the site contains no hazardous material, oil or other latent conditions beyond that observed by WCM during our investigations.

This study and report have been prepared on behalf of and for the exclusive use of Rollins Leasing Corporation solely for use in an environmental assessment of the site. This report and the findings contained herein shall not be disseminated or conveyed to any other party, in whole or in part, nor quoted, produced or relied upon by any other party, in whole or in part, without the prior written consent of WCM.

Attachment A

Agreement" dated September 30, 1987 in connection with the sale of the Monadnock Plant business assets ("Asset Sale Agreement"). Old Monadnock changed its name to C.M. Miller Enterprises, Inc. ("Miller Enterprises"), and continued in existence until February 29, 1988, when it dissolved and distributed its assets to Charles Miller and Thalia Miller. HCH Acquisition Corp. changed its name to The Monadnock Company ("New Monadnock"). Essentially all of the assets of the Monadnock Plant business were sold to New Monadnock, except for the real property, (the "Monadnock Property"), which consists of two parcels: one parcel includes the plant building (the "Plant Parcel"), and the other is presently undeveloped (the "Undeveloped Parcel"). Legal descriptions of both parcels are set forth in Exhibit A attached hereto. Charles Miller and Thalia Miller presently own the Plant Parcel in equal undivided shares, and are leasing the Plant Parcel to New Monadnock under a lease dated September 30, 1987 (the "Lease"). Charles Miller presently owns 100% of the Undeveloped Parcel.

C. In the fall of 1986, contamination was discovered on the Monadnock Property. The California Regional Water Quality Control Board -- Los Angeles Region was subsequently notified. (The California Regional Water Quality Control Board, together with the California Department of Health Services, the United States Environmental Protection Agency and any other governmental body which has enforcement jurisdiction over the environmental

conditions at the Monadnock Property are hereinafter referred to collectively as the "Governmental Agencies.") A cleanup and abatement order (No. 88-057, formerly 88-2, referred to herein as the "Abatement Order"), was issued to Miller Enterprises, Charles Miller and "The Monadnock Company" requiring the Abatement Order addressees to undertake certain study and remedial actions on or about the Monadnock Property. New Monadnock appealed issuance of the Abatement Order.

D. In 1988 Miller Enterprises brought various claims against TRW in the United States District Court for the Central District of California (Case No. 88-00281 Kn, the "Federal Court Case") seeking to recover past and future costs of investigating or remedying contamination at the Monadnock Property. TRW brought a counterclaim against Miller Enterprises and third party claims against Charles Miller, Thalia Miller and New Monadnock, alleging, inter alia, that Charles Miller and Miller Enterprises had contractually assumed liability for contamination of the Monadnock Property, and that Charles Miller, Thalia Miller and New Monadnock were jointly and severally liable for contamination at the Monadnock Property. New Monadnock brought a cross-claim against Miller Enterprises and Charles Miller for indemnity. The Federal District Court granted TRW's motion for summary judgment on all of Miller Enterprises' claims. Miller Enterprises disagrees with, and has moved for reconsideration of, the court's decision. TRW intends to oppose Miller Enterprises' motion for reconsideration,

and opposes Miller Enterprises' effort to introduce any new evidence in support of the motion.

E. Under the terms of the Lease and the Asset Sale Agreement, Miller Enterprises and Charles Miller agreed, inter alia, to indemnify, protect and hold New Monadnock harmless under certain conditions for certain claims arising out of operations of the Monadnock Plant prior to September 30, 1987. New Monadnock contends that its involvement in the Federal Court Case and in the Abatement Order are claims for which Miller Enterprises and Charles Miller must indemnify it.

F. On September 29, 1989, an amended cleanup and abatement order (the "Amended Order") was issued to TRW, Charles Miller, Miller Enterprises and Old Monadnock requiring these parties to perform certain investigations and remedial actions at the Monadnock Property.

G. None of the Parties to this Settlement Agreement concede liability of any kind with respect to any contamination on or about the Monadnock Property. Nevertheless, the Parties are interested in resolving the Federal Court Case in order to avoid the costs of litigation.

H. Charles Miller, Thalia Miller and Miller Enterprises wish to avoid the time and cost of conducting remedial activities at the Monadnock Property or defending against the Abatement Order.

I. Charles Miller would like to sell the Undeveloped Parcel as soon as reasonably possible.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the Parties hereto agree as follows:

Agreed Payments

1. The Parties to this Settlement Agreement hereby agree to pay all sums due one another in accordance with the terms of the Schedule of Payments attached hereto as Exhibit B.

Dismissal of the Federal Court Case

2. The Parties hereby agree to file all papers or take other actions as necessary to: (a) dismiss with prejudice all claims made by Charles Miller, Thalia Miller, Miller Enterprises and TRW against each other in the Federal Court Case; (b) dismiss with prejudice all claims by Charles Miller, Miller Enterprises and New Monadnock against each other in the Federal Court Case; and (c) dismiss with prejudice all claims by TRW against New Monadnock in the Federal Court Case except that any claims deemed to arise out of New Environmental Conditions as defined in paragraph 13 below shall be dismissed without prejudice, all in accordance with the Stipulation and Order for Dismissal of Entire Action attached hereto as Exhibit C.

Soil Remediation Project

3. A letter dated June 21, 1989 from the Regional Water Quality Control Board to Charles Miller and Miller Enterprises sets forth various requirements for a soil remediation project. Charles Miller and Thalia Miller agree to complete, or pay for the completion of, the soil remediation project in accordance with the requirements outlined in the June 21, 1989 letter and in accordance with any modified requirements that may be imposed or accepted by the Governmental Agencies prior to the Closing Date. Charles Miller will notify TRW by telephone before work on the final phase of the soil remediation project commences.

Settlement and Release of Claims

4. Charles Miller, Thalia Miller, Miller Enterprises, New Monadnock and TRW each agree to assume, pay or otherwise discharge, and not make claims against each other for, any and all fees, costs and expenses, including without limitation, fees for consultants, contractors, engineers and counsel, incurred or accrued by them prior to the Closing Date relating in any way to the Monadnock Property and all remediation bills of more than \$5,000 due on or before the Closing Date shall be paid in full by the Closing Date. No Party by this provision assumes or shall become liable for any fees, costs or expenses not incurred by such Party.

v2

CHUM

5. Except as otherwise provided in paragraph 11 below, Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock hereby release and discharge TRW and all of its officers, directors, employees, assigns and representatives from any and all claims, demands, actions and causes of action of any kind or description, whether arising out of statute, contract, tort or otherwise, in law or equity, whether known or unknown, for any costs or expenses of any kind or description (including without limitation, engineering, contracting, consulting or attorneys' fees), or any loss or damage of any kind or description (including without limitation, impairment in use or diminution in value of real or personal property), arising prior to the Closing Date, or which may hereafter be claimed to arise out of any action, inaction, event or matter occurring prior to the Closing Date. Without limiting the generality of the foregoing, Charles Miller also releases and discharges any and all claims he may now have against TRW for indemnification whether under the California Labor Code, Ohio law, TRW regulations, policies, practices or resolutions arising out of or related to the Federal Court Case.

6. Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock hereby agree never to commence, aid in any way (except as required by law), or prosecute against TRW or any of its officers, directors, employees, assigns or representatives any action or other proceeding based upon any claim, cause of action, obligation or liability released and discharged as set forth in paragraph 5 above.

7. Except as otherwise provided in paragraph 11 below and except as to New Environmental Conditions defined in paragraph 13 below, TRW hereby releases and discharges Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock, and each of their officers, directors, employees, assigns and representatives from any and all claims, demands, actions and causes of action of any kind or description, whether arising out of statute, contract, tort or otherwise, in law or equity, whether known or unknown, for any costs or expenses of any kind or description (including without limitation, engineering, contracting, consulting or attorneys' fees), or any loss or damage of any kind or description (including without limitation impairment in use or diminution in value of real or personal property), arising prior to the Closing Date, or which may hereafter be claimed to arise out of any action, inaction, event or matter occurring prior to the Closing Date.

8. TRW hereby agrees never to commence, aid in any way (except as required by law), or prosecute against Miller Enterprises, Charles Miller, Thalia Miller or New Monadnock, or any of them, or any of their officers, directors, employees, assigns or representatives, any action or other proceeding based upon any claim, cause of action, obligation or liability released and discharged as set forth in paragraph 7 above.

9. Except as otherwise provided in paragraph 11 below, New Monadnock hereby releases and discharges Miller Enterprises,

Charles Miller, Thalia Miller and TRW and all of their officers,
directors and employees, assigns and representatives, from any and
all claims, demands, actions and causes of action, which New
Monadnock has or may have against any of them arising out of:

(i) the naming of New Monadnock in the Abatement Order; (ii) involvement of New Monadnock in the Federal Court Case; or (iii) removal or disposal of wastes prior to the Closing Date. Without limiting the generality of the foregoing, this release shall extend to any claim by New Monadnock for reimbursement of attorneys' fees or any other expenses incurred in connection with the Abatement Order or Federal Court Case and to all claims asserted in the letter dated June 14, 1989, from Richard M. Ross to Douglas W. Beck (attached hereto as Exhibit D). This release shall not extend to any other obligation of Miller Enterprises, Charles Miller or Thalia Miller under the Asset Sale Agreement or the Lease.

10. New Monadnock hereby agrees never to commence, aid
in any way (except as required by law), or prosecute against
Miller Enterprises, Charles Miller, Thalia Miller or TRW or any of
their officers, directors or employees, assigns or
representatives, any action or other proceeding based upon any
claim, cause of action, or liability released and discharged as
set forth in paragraph 9 above.

11. The releases and covenants not to sue set forth in paragraphs 4 through 10 above do not apply to any rights or

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obligations arising out of this Settlement Agreement, and all such rights and obligations shall survive the execution of this Settlement Agreement. In addition, these releases do not affect any stock options that have been or may be granted to Charles Miller by TRW.

12. The Provisions of this Settlement Agreement are not intended to and shall not be construed to impair, enlarge or modify the terms of the Lease. Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock reserve and do not waive any and all rights they may have under the Lease. Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock do not, by entering into this Settlement Agreement, agree to release any other party from any obligation arising under the Lease, except insofar as the claims dismissed or released in paragraphs 2, 4 and 9 above may be deemed to arise under the Lease. To the extent that any provision in this Settlement Agreement is inconsistent with and cannot be reconciled with the terms of the Lease, the terms of the Lease shall govern.

Indemnities for Environmental Conditions

(13) The Parties acknowledge that certain environmental conditions exist on and around the Monadnock Property. These conditions (including all conditions described or referred to in documents in the Regional Water Quality Control Board's file relating to the Abatement Order and Amended Order) and all other

conditions which may in any way result from operations of Charles Miller or Thalia Miller, Miller Enterprises, TRW or its predecessors on and around the Monadnock Property, prior to the Closing Date, any future spreading of existing contamination, and any conditions caused by the operations of TRW or its agents after the Closing Date, shall be referred to as "Pre-existing Environmental Conditions". Environmental conditions resulting from operations of New Monadnock at any time, or of anyone other than TRW or its agents on or around the Monadnock Property on or after the Closing Date shall be referred to as "New Environmental Conditions," except that any conditions at the Monadnock Property resulting from any action taken by Charles Miller after the Closing Date in completion of the soil remediation project described in paragraph 3 above in accordance with Governmental Agencies' regulations will be included in Pre-existing Environmental Conditions.

* 14. Subject to the conditions and limitations set forth in this paragraph and paragraphs 17, 18 and 19 hereof, after the Closing Date TRW shall protect, defend, indemnify and hold harmless Charles Miller, Thalia Miller, Miller Enterprises, New Monadnock and their officers, directors, employees, representatives, successors and assigns from and against any and all claims, costs, losses, damages or liabilities including, without limitation, reasonable attorneys' fees, arising from or relating to Pre-existing Environmental Conditions, including without limitation any claims, costs, losses, damages or liabilities arising from or relating to the Abatement Order and

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Amended Order. TRW's indemnity obligations shall not extend to:
(a) New Environmental Conditions; or (b) claims of present or former employees at the Monadnock Plant relating to exposure to hazardous substances in the workplace. Without limiting the generality of the foregoing, TRW's obligation extends to claims by New Monadnock against Miller Enterprises, Charles Miller and/or Thalia Miller for indemnity arising from or relating to Pre-existing Environmental Conditions, except that this obligation does not extend to any costs or expenses incurred by any party to this Settlement Agreement prior to the Closing Date,

15. Charles Miller, Thalia Miller and Miller Enterprises shall have the right to assign their rights under paragraph 14 above to such persons as they may designate, including but not limited to any buyer of the Undeveloped Parcel or the Plant Parcel or any lessee of either Parcel subject to the consent of TRW, which consent will not be unreasonably withheld following receipt by TRW of reasonably complete information on the financial resources of, and intended use of the Monadnock Property by, the proposed assignee. Such assignment will be on the terms set forth in the "Assignment Agreement" attached hereto as Exhibit E. TRW hereby agrees promptly to execute an Assignment Agreement in favor of any such assignee in the form attached hereto upon request of Charles Miller. Such assignment shall not diminish the rights or obligations of Charles Miller or Thalia Miller under this Settlement Agreement.

16. Subject to the limitations set forth in paragraph 4

above and the conditions and limitations set forth in paragraph 17 below, after the Closing Date Charles Miller, Thalia Miller, Miller Enterprises, New Monadnock and any assignee designated pursuant to paragraph 15 above shall each protect, defend, indemnify and hold harmless TRW, its officers, directors, employees, successors and assigns from and against any and all claims, costs, losses, damages or liabilities, including without limitation reasonable attorneys' fees, which may be sustained, suffered or incurred by TRW as the result of any action or inaction of such party and which arise from or relate to New Environmental Conditions, except that New Monadnock shall not be responsible for payment of attorneys' fees incurred by TRW in responding to any future Governmental Agency enforcement action in connection with New Environmental Conditions alleged to result from any action or inaction of New Monadnock, provided New Monadnock defends against or complies with such enforcement action. Nothing in this Settlement Agreement shall alter or release any obligation of New Monadnock under the Asset Sale Agreement and/or the Lease to indemnify Charles Miller, Thalia Miller or Miller Enterprises.

17. If any action, suit, proceeding or investigation shall be commenced or any administrative order shall be issued, or any claim shall be asserted, or any loss shall be incurred, in respect of which any Party (the "Indemnatee") proposes to demand indemnification under this Settlement Agreement (not including the Abatement Order and Amended Order, notice of which are deemed given by this Settlement Agreement), the Party from which

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indemnification is sought (the "Indemnitor") shall be notified in writing to that effect with reasonable promptness and shall have the right to assume the entire control of Indemnatee's defense (including the selection of counsel). Indemnatee shall assign to Indemnitor all applicable rights under any insurance policy or policies arguably providing coverage for the claim for which indemnity is demanded. Any party accepting such an assignment of rights agrees to indemnify the assigning party for any additional costs, expenses, claims or liabilities resulting from such assignment. Indemnity obligations under this Settlement Agreement shall be conditioned upon the Indemnatee cooperating fully in all respects with the Indemnitor in any defense, compromise or settlement, by making available all pertinent information and personnel under its control to the Indemnitor, by providing reasonable access to the Monadnock Property, and otherwise by complying with any provision of this Settlement Agreement materially affecting the performance of such indemnity obligations.

18. Without limiting the scope of the indemnity provisions and subject to the other provisions of this Settlement Agreement, TRW shall, at its expense, undertake any and all studies and remedial activities required by the Governmental Agencies in connection with Pre-existing Environmental Conditions. Charles Miller, Thalia Miller, Miller Enterprises, New Monadnock and any assignee designated pursuant to paragraph 15 above shall fully cooperate with TRW, its contractors and agents in the conduct of any study or remedial activities undertaken by TRW at or around the Monadnock Property. Subject to the

provisions of paragraph 19, cooperation shall include, but not be limited to, allowing TRW or its agents to enter the Monadnock Property at all reasonable times upon 48 hours notice to Charles Miller and New Monadnock, providing access to relevant records and employees and allowing drilling of wells, excavation of soils, and any other actions necessary to conduct required studies or remedial activities.

19. Nothing in this paragraph 19 is intended to impair, enlarge or modify the terms of the Lease. New Monadnock reserves and does not waive any and all rights it may have under the Lease, including without limitation paragraphs 5.05 and 5.06 thereof. In conducting any study or remedial activity on or about the Monadnock Property, TRW shall, subject to the limitations and requirements set forth in this paragraph, seek to minimize interference with use of or operations at the Monadnock Property.

In particular, in conducting any study or remedial activity along the westerly portion of the Undeveloped Parcel, unless otherwise required by the Governmental Agencies TRW shall either conduct such activities to the west of the existing driveway on the westerly side of the Undeveloped Parcel and obtain access to sites from the Fullerton Road right-of-way or, if access across the existing driveway is to be impaired long enough to materially affect activities at the Monadnock Plant, provide at its own expense alternate driveway access reasonably equivalent to the existing driveway. *access provided by City, not in Hall's Para*

(a) Until the total expense incurred by TRW (or accrued

by TRW pursuant to contracts other than this Settlement Agreement) for studies and/or remedial activities conducted pursuant to this Settlement Agreement equals or exceeds \$1 million, TRW shall not unreasonably interfere with the business now being conducted by New Monadnock (or with substantially the same business being conducted by any successor tenant) on the Plant Parcel nor with the access points to the building located on the Plant Parcel or from the street to the Plant Parcel nor with any construction or business to be conducted on the Monadnock Property by any assignee designated pursuant to paragraph 15 above. TRW shall protect, defend, indemnify and hold Charles Miller and Thalia Miller harmless from any and all claims, costs, losses, damages or liabilities arising out of TRW's breach of this paragraph 19, subject to the limitations set forth in this paragraph.

Notwithstanding any other provision of this Settlement Agreement, until the total expense incurred by TRW (or accrued by TRW pursuant to contracts other than this Settlement Agreement) for studies and/or remedial activities conducted pursuant to this Settlement Agreement equals or exceeds \$1 million, TRW shall not be liable for any costs relating to interruption of business, loss of rent or any other consequential costs, losses, damages or liabilities suffered by Charles Miller or Thalia Miller as a result of study or remedial activities undertaken or to be undertaken by TRW at or about the Monadnock Property unless TRW unreasonably interferes with use of or operations at the Monadnock Property. In the event that TRW unreasonably interferes with use of or operations at the Monadnock Property and incurs liability to Charles Miller or Thalia Miller for consequential damages arising

out of such interference, the amount of such damages paid shall be included in calculating the total expense to TRW of studies and/or remedial activities for purposes of this paragraph, unless TRW's interference is intentionally malicious.

(b) After the total expense incurred by TRW (or accrued by TRW pursuant to contracts other than this Settlement Agreement) for studies and/or remedial activities conducted pursuant to this Settlement Agreement equals or exceeds \$1 million, TRW shall make reasonable efforts not to unreasonably interfere with the business now being conducted by New Monadnock (or with substantially the same business being conducted by any successor tenant) on the Plant Parcel nor with the access points to the building located on the Plant Parcel or from the street to the Plant Parcel nor with any construction or business to be conducted on the Monadnock Property by any assignee designated pursuant to paragraph 15 above. "Reasonable efforts" shall include discussions with Governmental Agencies, Charles Miller and representatives of New Monadnock or the owner or lessee of the affected portion of the Monadnock Property, and shall not require expenditure of significant funds to avoid interference (i.e. more than \$10,000 in the aggregate.) TRW shall protect, defend, indemnify and hold Charles Miller and Thalia Miller harmless from any and all claims, costs, losses, damages or liabilities arising out of TRW's breach of this paragraph 19, subject to the limitations set forth in this paragraph. Notwithstanding any other provision of this Settlement Agreement, after the total expense incurred by TRW (or accrued by

TRW pursuant to contracts other than this Settlement Agreement) for studies and/or remedial actions conducted pursuant to this Settlement Agreement equals or exceeds \$1 million, TRW shall not be liable for any costs relating to interruption of business, loss of rent or any other consequential costs, losses, damages or liabilities suffered by Charles Miller or Thalia Miller as a result of study or remedial activities undertaken or to be undertaken by TRW at or about the Monadnock Property unless TRW fails to use reasonable efforts to avoid such unreasonable interference.

(c) Without limiting the scope of TRW's obligations under this Settlement Agreement, if any Party should desire to further reduce interference with use of or operations at the Monadnock Property, at any reasonable time such Party may demand that an alternate study or remedial action be substituted for that chosen by TRW, provided: (1) that such alternate study or remedial action is acceptable to and approved by the Governmental Agencies; and (2) that the Party demanding the alternate study or remedial action pay to TRW the estimated additional cost of such alternate study or remedial action in advance or upon such terms as TRW may require.

20. Except as provided in paragraph 19 above, TRW shall have exclusive control over the manner and method of conducting any studies or remedial activities relating to Pre-existing Environmental Conditions. TRW's obligations to abate Pre-existing

Environmental Conditions shall be limited by legal requirements in effect when cleanup is completed. In no event shall TRW be required to conduct or pay for any studies or cleanup beyond the legal standards imposed by applicable government requirements. TRW retains the right to challenge any requirements which may be imposed by governmental authorities, and the Parties agree to cooperate with and assign to TRW any rights any Party may have to appeal any governmental requirements, provided that TRW shall protect, defend, indemnify and hold harmless such Party from any additional costs, losses or expenses incurred in connection with any such appeal or challenge.

21. TRW shall make reasonable efforts to have Charles Miller, Miller Enterprises and Old Monadnock dropped as respondents from the Abatement Order and Amended Order, or, if that is not acceptable to the Governmental Agencies, to have TRW identified as primarily responsible under the Amended Order. If any other agency (including, without limitation, the California Department of Health Services or the U.S. Environmental Protection Agency) commences any enforcement activities in connection with Pre-existing Environmental Conditions, then TRW will consent to being joined in such enforcement actions (even if not initially named), provided that such consent can be accomplished without conceding liability. Even if TRW is not formally named in such other enforcement action, TRW's defense and indemnity obligations will remain with respect to Pre-existing Environmental Conditions. If any enforcement activity is brought with respect

to both Pre-existing and New Environmental Conditions simultaneously, TRW will be liable only for that portion of the enforcement relating to Pre-existing Environmental Conditions.

22. If and when the Governmental Agencies have confirmed in writing that the only remedial work with respect to Pre-existing Environmental Conditions remaining to be done consists of operation and maintenance ("O & M"), then TRW may submit to owners of affected portions of the Monadnock Property an estimate of the total future costs of O & M, adjusted to present value (the "estimated O & M costs"). If the owners of affected portions of the Monadnock Property accept payment of the estimated O & M costs, such owners shall have all future responsibility for, and shall indemnify TRW with respect to such O & M. Except as to such O & M, TRW's obligations under this Settlement Agreement with respect to Pre-existing Environmental Conditions shall continue notwithstanding the Monadnock Property owners' acceptance of the estimated O & M costs. However, the Governmental Agencies' written confirmation that only O & M remains will create a rebuttable presumption that any future enforcement activity relates to New Environmental Conditions.

Dispute Resolution

23. If any of the Parties should have any dispute with any other of the Parties arising out of or relating to this Settlement Agreement or the Parties' respective rights and duties

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hereunder, then the Parties shall resolve such dispute in the following manner:

(a) Any Party may at any time deliver to any other a written dispute notice setting forth a brief description of the issue for which such notice initiates the dispute resolution mechanism contemplated by this paragraph.

(b) During the sixty (60) day period following the delivery of the notice described above, appropriate representatives of the Parties will meet and seek to resolve the disputed issue through negotiation.

(c) If representatives of the Parties are unable to resolve the disputed issue through negotiation, then within thirty (30) days after the period described in subparagraph 23(b) above, the Parties will refer the issue to a neutral person who is mutually acceptable to the Parties for final resolution. In the absence of agreement on such neutral person, the Parties shall comply with the procedures set forth in the California Code of Civil Procedure § 1281.6. The procedures to be followed with respect to the presentation of each Party's position with respect to the disputed issue and the method by which the neutral person will reach and render his or her decision will be determined at the time the matter is referred to the neutral person by the Parties or, if the Parties are unable to agree upon such procedures and methods, by the neutral person. The final decision...

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of the neutral person pursuant to this paragraph 23(c) will be nonappealable and uncontestable by the Parties involved and will not be subject to collateral attack by any Party involved except as provided in Chapter 4 of Title 9 of the California Code of Civil Procedure commencing with § 1285.

General Provisions

24. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Except as otherwise expressly set forth herein, for successors and assigns, this Settlement Agreement is not intended and shall not be construed to give any rights or inure to the benefit of any person or entity other than the Parties hereto or their respective successors and assigns.

25. Each of the Parties hereto represents and warrants to the other Party that: (a) it has never assigned to anyone any of the claims, demands, actions or causes of action, or any portion thereof which it has or could assert in any matter connected with or arising out of the subject of this Settlement Agreement; (b) it has and maintains full and absolute control over the disposition and release of all of said claims, demands, actions or causes of action; and (c) it has been duly authorized to execute this Settlement Agreement.

26. The validity, construction and interpretation of this Settlement Agreement shall be governed by the laws of the State of California.

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27. As to any representations waiving liability or releases from liability, each of the Parties understands and expressly waives any and all rights under Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

28. This Settlement Agreement sets forth the full and complete agreements of the Parties hereto. This Settlement Agreement supersedes all proposals, negotiations and representations made or had prior to its execution relative to the subject matter of this Settlement Agreement, except as to the mutual rights and obligations of Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock under the Asset Sale Agreement and the Lease.

29. Any notice or other communication to be given pursuant to or with respect to this Settlement Agreement shall be deemed given and received seventy-two (72) hours after the same is deposited in the United States Mail, First Class Postage Prepaid, addressed to the addressee at the respective address set forth below, or such other address as addressee may, from time to time, designate by written notice to the parties hereto:

Miller Enterprises: Charles Miller
20415 Prestina Way
Walnut, California 91789

with a copy to:

Douglas W. Beck
Tuttle & Taylor Incorporated
355 South Grand Avenue
40th Floor
Los Angeles, California 90071-3101

Thalia Miller
49-792 Coachella Drive
P. O. Box 1192
La Quinta, California 92253

with a copy to:

Douglas W. Beck
Tuttle & Taylor Incorporated
355 South Grand Avenue
40th Floor
Los Angeles, California 90071-3101

TRW Inc.:

Robert M. Walter, Senior Counsel
TRW Inc.
1900 Richmond Road
Cleveland, Ohio 44124

with a copy to:

Geoffrey K. Barnes
Squire, Sanders and Dempsey
1800 Huntington Building
Cleveland, Ohio 44115

New Monadnock:

Martin Cohen
The Monadnock Co., Inc.
18301 Arenth Avenue
Industry, California 91748

with a copy to:

Richard M. Ross
Parker, Milliken, Clark, O'Hara
& Samuelian
915 L Street, Suite 1180
Sacramento, California 95814

30. Each party hereto agrees to execute and deliver such additional documents and instruments, and to perform such additional acts, as any other party may reasonably request or as

may be necessary or appropriate to effectuate, consummate or perform all of the terms, provisions and conditions of this Settlement Agreement.

31. Each party hereto acknowledges that in making this Settlement Agreement it has made such independent investigation or analysis of the facts and law as it deems appropriate and has not relied on any representation by any other party except such representations as may be expressly set forth in writing in this agreement.

32. The parties hereto agree that there is sufficient consideration for all releases and covenants in this Settlement Agreement and they agree not to raise lack of consideration in any future dispute relating to this Settlement Agreement.

33. In the event of litigation (including arbitration pursuant to paragraph 27 hereof) arising out of or pursuant to this Settlement Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

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34. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties, by their duly authorized officers, or in their individual capacities, have executed this Settlement Agreement in triplicate as of this ___ day of _____, 1989.

Witnessed by:

The Monadnock Company

Miller Enterprises, Inc.

Charles Miller
Charles Miller

Thalia Miller

TRW Inc.

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IN WITNESS WHEREOF, the undersigned parties, by their
duly authorized officers, or in their individual capacities, have
executed this Settlement Agreement in triplicate as of this 10th day
of JANUARY, ~~1989~~
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Witnessed by:

Debra Anna Teca

Martin E. Cohen
The Monadnock Company

Miller Enterprises, Inc.

Charles Miller

Thalia Miller

TRW Inc.

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IN WITNESS WHEREOF, the undersigned Parties, by their
duly authorized officers, or in their individual capacities, have
executed this Settlement Agreement in triplicate as of this 4th day
of JAN., 1990.
1990.

Witnessed by:

Douglas W. Best

Douglas W. Best

Charles Miller

The Monadnock Company

Charles Miller
Miller Enterprises, Inc.

Charles Miller
Charles Miller

Thalia C. Miller
Thalia Miller

TRW Inc.

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IN WITNESS WHEREOF, the undersigned Parties, by their
duly authorized officers, or in their individual capacities, have
executed this Settlement Agreement in triplicate as of this 5th day
of JANUARY, ¹⁹⁹⁰~~1989~~.

Witnessed by:

The Monadnock Company

Miller Enterprises, Inc.

Charles Miller

Thalia Miller

Monadnock Company
James K. Hall

Raymond A. Boyle
TRW Inc.

Legal Description

The split of the Monadnock Property was recorded on October 13, 1988 at 4:00 p.m., Recording Number 88-1651335.

PLANT PARCEL

Real property in the City of Industry, Los Angeles County, California, described as: Parcel 1 as per Parcel Map No. 254, recorded in Book 211, pages 46 and 47 of Maps, in the Official Records of Los Angeles County.

UNDEVELOPED PARCEL

Real Property in the City of Industry, Los Angeles County, California described as: Parcel 2 as per Parcel Map No. 254, recorded in Book 211, pages 46 and 47 of Maps, in the Official Records of Los Angeles County.

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Attachment B

STATE OF CALIFORNIA

California Regional Water Quality Control Board
Los Angeles Region

CLEANUP AND ABATEMENT ORDER

ORDER NO. 88-2

FOR

CHARLES MILLER

C. M. MILLER ENTERPRISES, INC.

AND

THE MONADNOCK COMPANY

(File No. 86-68)

Cleanup and Abatement Order No. 88-2 Requiring Charles M. Miller, C. M. Miller Enterprises, Inc., and the Monadnock Company to Cleanup and Abate the Effects of Contaminants Discharged to Soil and Ground Water.

The California Regional Water Quality Control Board, Los Angeles Region, finds that:

1. Mr. Charles M. Miller and/or C. M. Miller Enterprises, Inc. is the current owner of the property and facility and is or has been owner of the Monadnock Company located at 18301 East Arenth in the City of Industry.
2. The site is within the Puente Ground Water Basin, which contains permeable sediments having a historic safe yield of 4400 acre-feet/year. The basin is adjudicated and according to the Basin Plan (1978 Revision) water from it is beneficially used for municipal, domestic, industrial, and agricultural purposes. The Puente Basin is tributary to the main San Gabriel Basin, providing an average of 850 acre-feet/year of water.
3. Operations at this facility have reportedly utilized volatile organic compounds (VOCs), metals, and other chemicals in manufacturing small parts and fasteners for the aerospace industry. The previous owner, TRW-Cinch Corporation (1966 to 1981) was indicated as having stored waste in the area where contamination was discovered.

4. The Board was informed of soil and water contamination at Monadnock on October 20, 1986 when a "Site Assessment Evaluation and Proposed Remedial Action Plan" report was received by staff. It indicated that soil and ground water contamination had been encountered during a pre-purchase investigation (Dames and Moore report entitled "Preliminary Site Assessment - The Monadnock Company Site, 18301 E. Arenth Street, City of Industry", dated August 15, 1986). The report also described soil removal, ground water extraction, treatment of extracted ground water undertaken as partial remedial measures, and proposed further remedial action.
5. The observed soil contaminants at the site included petroleum hydrocarbons; trichloroethylene (TCE); tetrachloroethylene (PCE); 1,1,1-trichloroethane (1,1,1 - TCA); 1,1,2 - trichloroethane (1,1,2 -TCA), cadmium, lead, zinc, and cyanide. Ground water underlying the soil contamination was found to contain TCE, PCE, and 1,1 -dichloroethylene (1,1 - DCE) in concentrations exceeding the Department of Health Services Action Levels.
6. Section 13304 of the California Water Code states, in part, that:

"Any person....who has caused or permitted....any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance, shall upon order of the Regional Board clean up such waste or abate the effects thereof or, in the case of threatened pollution or nuisance, take other necessary remedial action."
7. The discharge of wastes at Monadnock Company has caused a condition of pollution in the underlying body of ground water.
8. On November 21, 1986 Board staff sent a letter to Monadnock requesting a comprehensive workplan to determine the lateral and vertical extent of soil and ground water contamination. The submittal was due on December 15, 1986. A written response was made to the Board on December 22, 1986 which included some required information but no comprehensive workplan.
9. A copy of a letter from the consultant to Mr. Miller was received on January 14, 1987. It was later indicated by the consultant that this was to represent the workplan. Board staff reviewed this submittal and found it incomplete. On February 27, 1987 and on May 12, 1987 Board staff sent letters requesting an addendum to completely address our initial request.

10. A written report was received by the Board on June 24, 1987, entitled "Second Supplement to Site Assessment Evaluation and Proposed Remedial Action Plan". It described work performed during the first 6 months of 1986 in partial response to elements of the workplan request. It did not include a comprehensive workplan as required. Board staff reviewed both the June 24, 1987 and a followup August 5, 1987 submittal and requested a revised workplan for on-site delineation by October 5, 1987 and for off-site delineation by October 26, 1987.
11. From September 2, 1987 to December 30, 1987, various materials relating to a proposed on-site deep (150-200 feet) monitoring well at the downgradient compliance point were received and reviewed. No comprehensive workplan for a systematic investigation or appropriate time schedule have been received despite repeated requests by staff.
12. The 1986 excavation for removal of contaminated soil remains open, uncovered, and without adequate safety precautions despite staff recommendations to mitigate this condition. Rainwater has collected in the hole and is a threat to leach remaining contaminants into the ground water.
13. The Board adopted a revised Water Quality Control Plan for the Los Angeles River Basin (4B) on November 27, 1978. The plan contains water quality objectives for ground water in the Puente and Main San Gabriel Basins.

A summary of objectives for certain constituents is presented in the following table:

<u>Constituents</u>	<u>Main San Gabriel Basin</u>	<u>Limits (mg/l)</u>
		<u>Puente Basin</u>
TDS	550	1000
Sulfate	150	300
Chloride	100	150
Boron	1.0	1.0

These objectives do not include organic contaminants. However the Department of Health Services (DHS) has promulgated drinking water action levels for such contaminants. A summary of applicable levels is presented in the following table:

<u>Constituents</u>	<u>Action Levels</u> <u>(parts per billion - ppb)</u>
1,1 Dichloroethylene (1,1 DCE)	6.0
Tetrachloroethylene (PCE)	4.0
1,1,1 Trichloroethane (TCA)	200.0
Trichloroethylene (TCE)	5.0

14. This enforcement action is being taken to enforce a general standard and as such is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.) in accordance with Section 15321, Chapter 3, Title 14, California Administrative Code.

IT IS HEREBY ORDERED, that pursuant to California Water Code Section 13304, that Charles M. Miller, C.M. Miller Enterprises Inc., and the Monadnock Company shall:

1. Cleanup and abate the soil and ground water contamination at and emanating from the Monadnock facility at 18301 East Arenth in the City of Industry.
2. By June 30, 1988 provide to the Board, for review and approval, a comprehensive workplan to delineate on-site contamination and within 12 weeks after plan approval a final technical report which address the following:
 - a. Facility
 - 1) A formal site audit, determining past and present use, storage, and disposal of chemicals.
 - b. Unsaturated Zone
 - 1) Soil characterization data and evaluation of contaminant migration in the soil.
 - 2) Evaluation of the post-remediation risk to ground water from residual chlorinated organic contaminants remaining in the vadose zone.
 - 3) Determination that no other contamination sources exist.
 - c. Saturated Zone
 - 1) Specific aquifer characteristics for uppermost saturated zone.
 - 2) Hydraulic connectivity existing between any saturated units.
 - 3) Evaluation of hydraulic relationship of saturated units to San Jose Creek.
 - 4) Delineation of lateral extent of on-site water contamination in the upper saturated zone.
 - 5) Delineation of vertical extent of on-site contamination to include any underlying saturated zone(s).

- 6) Containment and disposal plans for development and purge water from monitoring wells.
 - 7) Ground water monitoring and testing schedule.
3. By June 30, 1988 provide to the Board, for review and approval, a mitigation plan and a time schedule to specifically eliminate the immediate threat of continued infiltration of contaminants through soils in the existing excavation.
 4. By August 31, 1988, provide to the Board, for review and approval, an interim cleanup plan and a time schedule to cleanup on-site ground water contamination and a technical report describing implementation. The workplan must specifically address the following:
 - a. Alternatives for remediation and analysis.
 - b. Adequate technical support for preferred alternative.
 - c. Detailed description of preferred alternative as related to contaminant control, removal or treatment to meet all regulatory requirements.
 5. Provide to the Board advance notice of any planned physical alterations to the facility or planned changes in the facility's activities that may affect compliance with this order.
 6. Provide to the Board advance notice of any planned change in name, ownership, or control of the facility; provide notice to any succeeding owner or operator of the existence of this Order by letter; forward a copy of such notification to the Board.
 7. Submit to the Board monthly progress reports until completion of all Board mandated work. These reports shall be submitted by the fifteenth day of the following month.

This order may be revised by the Regional Board through its Executive Officer as additional information from the assessment(s) becomes available. The authority of the Regional Board, as contained in the California Water Code, to order investigation and cleanup additional to that described herein, is in no way limited by this order.

Cleanup and Abatement
Order No. 88-2

File No. 86-68

Failure to comply with the terms or conditions of this order may result in imposition of civil liabilities, either administratively by the Regional Board or judicially by the Superior Court in accordance with Section 13350, et seq., of the California Water Code, and/or referral to the Attorney General of the State of California for such action as he may deem appropriate.

Ordered by Robert P. Minelli
Executive Officer

Dated 5/12/88

PBC:sml

Attachment C

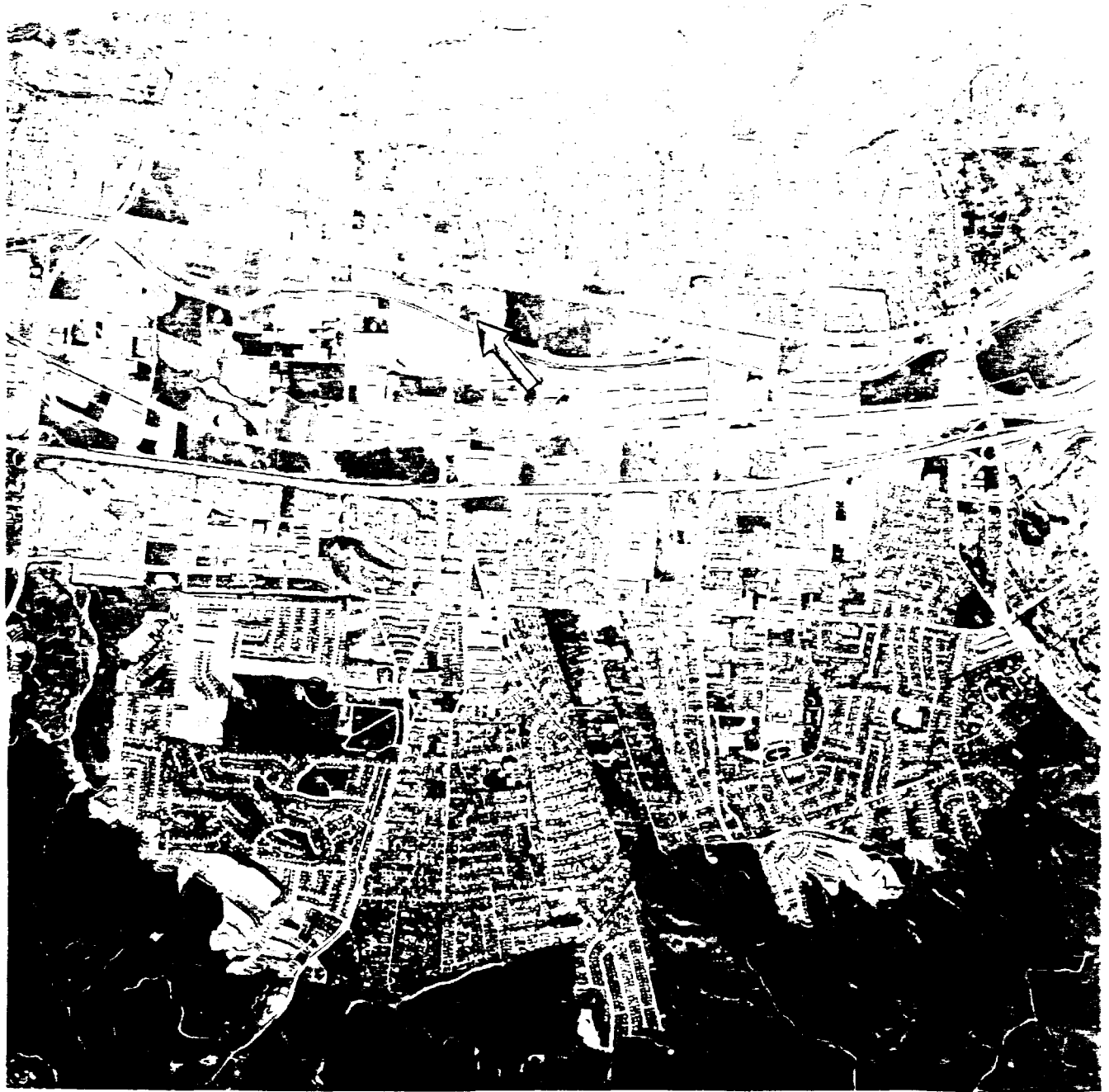


The WCM GROUP, Inc.

P.O. Box 3247 Humble, Texas 77347-3247 713-446-7070

CITY OF INDUSTRY, CA
JANUARY 31, 1992

DATE	SCALE	JOB NO.	REV.	DRAWN BY	FILE NO.



The WCM GROUP, Inc.

P.O. Box 3247 Humble, Texas 77347-3247 713-446-7070

CITY OF INDUSTRY, CA
FEBRUARY 12, 1985

DATE	SCALE	DRAWN	REV.	TRACED BY	REVIEW



The WCM GROUP, Inc.

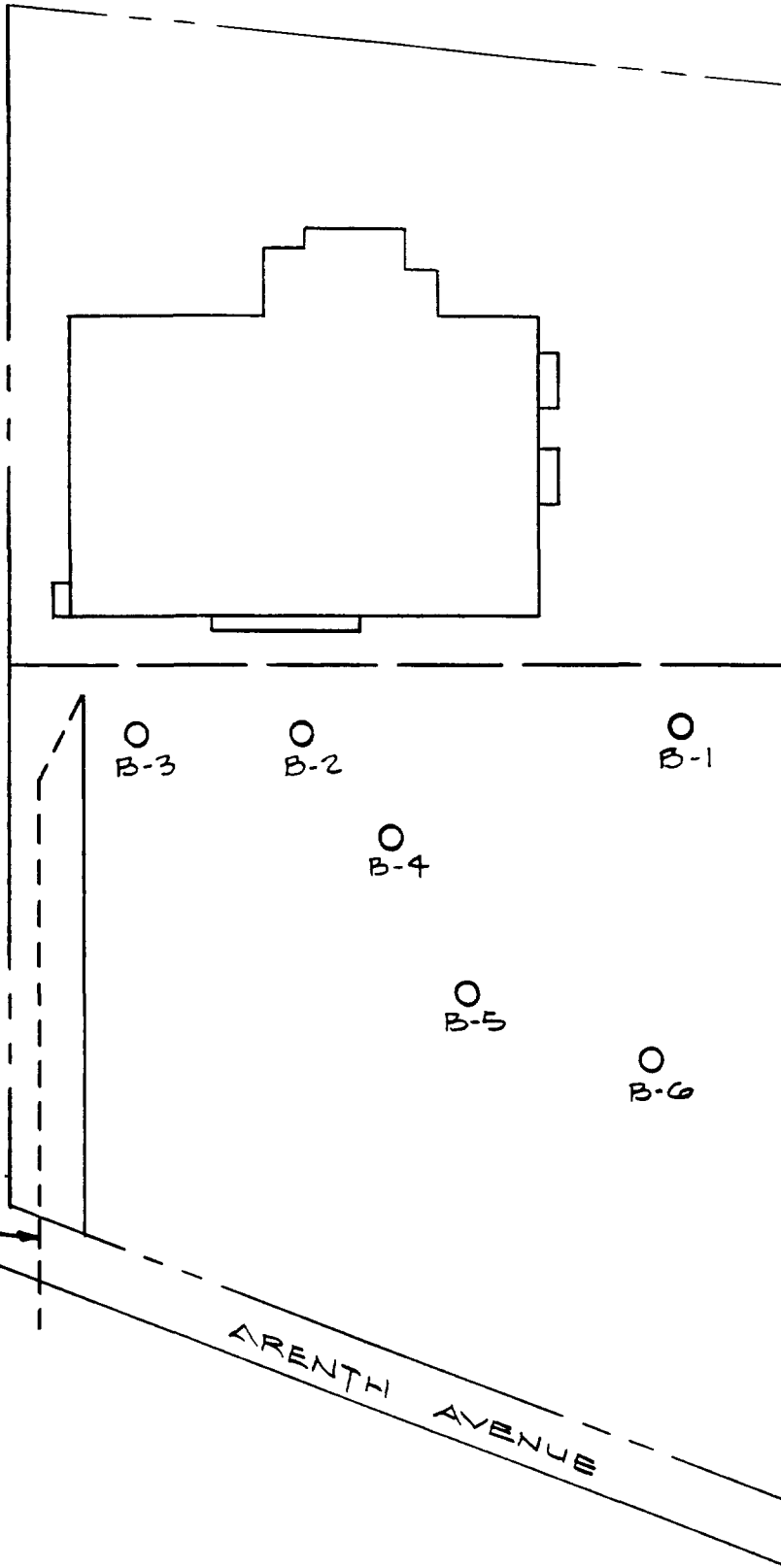
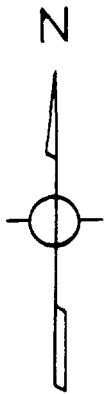
Box 1347

Hamden, Conn. 06430

714-440-0721

CITY OF INDIANAPOLIS, IN
MAY 5, 1973

Attachment D



PLANT PARCEL

UNDEVELOPED
PARCEL

0 80
SCALE

The WCM GROUP, Inc.

P.O. Box 3247

Humble, Texas 77347-3247

(713) 446-7070

ROLLIN LEASING CORPORATION

INDUSTRY, CALIFORNIA

JOB NO. 5016 A

SITE ASSESSMENT

DATE

SCALE

DRAWN BY

FIG. NO.

3-16-92

NOTED

DOUGLAS

FEB. 25 '92 14:46 ASSOCIATED LABS

P. 2-19



ASSOCIATED LABORATORIES

806 North Batavia • Orange, California 92668 • 714/771-6900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO. G24628-01

REPORTED 02/24/92

SAMPLE

Soil

RECEIVED 02/05/92

IDENTIFICATION

B-1 @ 5'

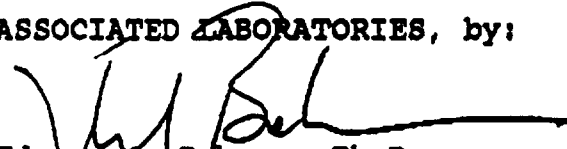
BASED ON SAMPLE

As Submitted

Chromium, Total	19.5 mg/kg
Cyanide	ND< 1 mg/kg
Lead	ND< 5 mg/kg
Pesticides & PCB's EPA 8080	ND *
Purgeable Organics EPA 8240	ND *
Semi Volatile Organics EPA 8270	ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:


Edward S. Behare, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

TESTING & CONSULTING
Chemical

FEB. 25 '92 14:47 ASSOCIATED LABS

P. 3/19



ASSOCIATED LABORATORIES

806 North Batavia - Orange, California 92668 - 714/771-6900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO G24628-02

REPORTED 02/24/92

SAMPLE

Soil

RECEIVED 02/05/92

IDENTIFICATION

B-1 @ 10'

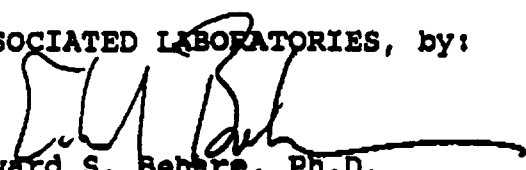
BASED ON SAMPLE

As Submitted

Chromium, Total	14.7 mg/kg
Cyanide	ND< 1 mg/kg
Lead	ND< 5 mg/kg
Pesticides & PCB's EPA 8080	ND *
Purgeable Organics EPA 8240	ND *
Semi Volatile Organics EPA 8270	ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:


Edward S. Behare, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

FEB. 25 '92 14:47

ASSOCIATED LABS

P. 4/19



ASSOCIATED LABORATORIES

808 North Batavia - Orange, California 92668 - 714/771-6900.

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO G24628-03

REPORTED 02/24/92

SAMPLE

Sludge

RECEIVED 02/05/92

IDENTIFICATION

B-1 @ 35'

BASED ON SAMPLE

As Submitted

Chromium, Total

3.40 mg/kg

Cyanide

ND< 0.05 mg/kg

Lead

ND< 2 mg/kg

Purgeable Organics EPA 8240


ND *

Semi Volatile Organics EPA 8270

ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:


Edward S. Behare, Ph.D.
Vice President

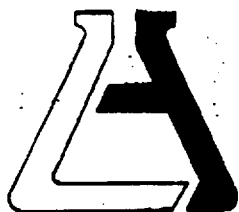
ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

TESTING & CONSULTING

Chemical

Microbiology

**ASSOCIATED LABORATORIES**

806 North Batavia - Orange, California 92668 - 714/771-8900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO G24628-04

REPORTED 02/24/92

SAMPLE

Soil

RECEIVED 02/05/92

IDENTIFICATION

B-2 @ 5'

BASED ON SAMPLE

As Submitted

Chromium, Total	28.6 mg/kg
Cyanide	ND< 1 mg/kg
Lead	ND< 5 mg/kg
Pesticides & PCB's EPA 8080	ND *
Purgeable Organics EPA 8240	ND *
Semi Volatile Organics EPA 8270	ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:



Edward S. Behara, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded
by appropriate disposal protocol 30 days from date reported.

TESTING & CONSULTING

Chemical -

FEB. 25 '92

ASSOCIATED LABS

P. 6/19



ASSOCIATED LABORATORIES

806 North Batavia - Orange, California 92668 - 714/771-6900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO G24628-05

REPORTED 02/24/92

SAMPLE

Soil

RECEIVED 02/05/92

IDENTIFICATION B-2 @ 10'

BASED ON SAMPLE As Submitted

Chromium, Total	17.8 mg/kg
Cyanide	ND< 1 mg/kg
Lead	ND< 5 mg/kg
Pesticides & PCB's EPA 8080	ND *
Purgeable Organics EPA 8240	ND *
Semi Volatile Organics EPA 8270	ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:


Edward S. Behar, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

TESTING & CONSULTING
Chemical -

**ASSOCIATED LABORATORIES**

806 North Batavia - Orange, California 92668 - 714/771-8900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO G24628-06

REPORTED 02/24/92

SAMPLE

Water

RECEIVED 02/05/92

IDENTIFICATION

B-2 @ 35'

BASED ON SAMPLE

As Submitted

Chromium, Total 1.11 mg/l

Cyanide ND< 0.05 mg/l

Lead 0.064 mg/l

Semi Volatile Organics EPA 8270 ND *

Purgeable Organics EPA 8240

1,1-Dichloroethene	1,547	µg/l
1,1-Dichloroethane	43	µg/l
Chloroform	18	µg/l
1,2-Dichloroethane	194	µg/l
1,1,1-Trichloroethane	6	µg/l
Trichloroethene	6,193	µg/l
Toluene	13	µg/l
1,1,2-Trichloroethane	24	µg/l
Tetrachloroethene	642	µg/l

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:

Edward S. Behave, Ph.D.
Vice President

TESTING & CONSULTING

Chemical •
Microbiological •

FEB. 25 '92 14:51 ASSOCIATED LABS

P. 8/19



ASSOCIATED LABORATORIES

806 North Batavia - Orange, California 92668 - 714/771-8900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.

(4327)

LAB NO

G24628-07

Attn: Peck King

P.O. Box 1791

REPORTED

02/24/92

Wilmington, DE 19899

SAMPLE

Soil

RECEIVED

02/05/92

IDENTIFICATION

B-3 @ 5'

BASED ON SAMPLE

As Submitted

Chromium, Total

38.9 mg/kg

Cyanide

ND< 1 mg/kg

Lead

ND< 5 mg/kg

Pesticides & PCB's EPA 8080

ND *

Purgeable Organics EPA 8240

ND *

Semi Volatile Organics EPA 8270

ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:


Edward S. Behare, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

TESTING & CONSULTING

Chemical -

Environmental

FEB. 25 92 14:51 ASSOCIATED LABS

P. 9 19



ASSOCIATED LABORATORIES

806 North Batavia - Orange, California 92668 - 714/771-8900

FAX 714/598-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO G24628-08

REPORTED 02/24/92

SAMPLE

Soil

RECEIVED

02/05/92

IDENTIFICATION

B-3 @ 10'

BASED ON SAMPLE

As Submitted

Chromium, Total

17.6 mg/kg

Cyanide

ND< 1 mg/kg

Lead

ND< 5 mg/kg

Pesticides & PCB's EPA 8080

ND *

Purgeable Organics EPA 8240

ND *

Semi Volatile Organics EPA 8270

ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:


Edward S. Behare, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

TESTING & CONSULTING

Chemical

FEB. 25 '92 14:51 ASSOCIATED LABS

P.10/19



ASSOCIATED LABORATORIES

888 North Batavia - Orange, California 92668 - 714/771-8900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO G24628-09
REPORTED 02/24/92

SAMPLE Water RECEIVED 02/05/92
IDENTIFICATION B-3 @ 35'
BASED ON SAMPLE As Submitted

Chromium, Total	0.23 mg/l
Cyanide	0.05 mg/l
Lead	0.04 mg/l
Semi Volatile Organics EPA 8270	ND *
Purgeable Organics EPA 8240	
1,1-Dichloroethene	155 µg/l
1,2-Dichloroethane	77 µg/l
Trichloroethene	316 µg/l
Tetrachloroethene	36 µg/l

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:


Edward S. Behare, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded
by appropriate disposal protocol 30 days from date reported.

TESTING & CONSULTING
Chemical -

FEB. 25 '92 14:52 ASSOCIATED LABS

P.11-19



ASSOCIATED LABORATORIES

806 North Batavia - Orange - California 92668 - 714/771-8900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO. G24628-10

REPORTED 02/24/92

SAMPLE

Soil

RECEIVED 02/05/92

IDENTIFICATION

B-4 @ 5'

BASED ON SAMPLE

As Submitted

Chromium, Total	16.7 mg/kg
Cyanide	ND< 1 mg/kg
Lead	ND< 5 mg/kg
Pesticides & PCB's EPA 8080	ND *
Purgeable Organics EPA 8240	ND *
Semi Volatile Organics EPA 8270	ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:

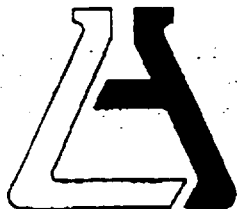

Edward S. Bepko, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

FEB. 25 '92 14:53 ASSOCIATED LABS

P.12/19



ASSOCIATED LABORATORIES

808 North Batavia • Orange, California 92668-714/771-6900

FAX 714/538-1209

CLIENT

Rollins Leasing Corp.
Attn: Peck King
P.O. Box 1791
Wilmington, DE 19899

(4327) LAB NO G24628-11

REPORTED 02/24/92

SAMPLE

Soil

RECEIVED

02/05/92

IDENTIFICATION

B-5 @ 5'

BASED ON SAMPLE

As Submitted

Chromium, Total	25.7 mg/kg
Cyanide	ND< 1 mg/kg
Lead	ND< 5 mg/kg
Pesticides & PCB's EPA 8080	ND *
Purgeable Organics EPA 8240	ND *
Semi Volatile Organics EPA 8270	ND *

* All compounds were None Detected. See attached list.

ASSOCIATED LABORATORIES, by:


Edward S. Behare, Ph.D.
Vice President

ESB/ql

NOTE: Unless notified in writing, all samples will be discarded by appropriate disposal protocol 30 days from date reported.

Client: Rollins Leasing Corp.
Lab No.: G24628-1, 2, 4, 5, 7, 8, 10, 11
Date: February 24, 1992

ORGANOCHLORINE PESTICIDES & PCB's (8080)

Aldrin	ND< 0.001 mg/kg
Alpha BHC	ND< 0.001 mg/kg
Beta BHC	ND< 0.002 mg/kg
Delta BHC	ND< 0.001 mg/kg
Gamma BHC (Lindane)	ND< 0.001 mg/kg
Chlordane	ND< 0.01 mg/kg
4,4'-DDD	ND< 0.004 mg/kg
4,4'-DDE	ND< 0.004 mg/kg
4,4'-DDT	ND< 0.004 mg/kg
Dieldrin	ND< 0.002 mg/kg
Endosulfan I	ND< 0.005 mg/kg
Endosulfan II	ND< 0.005 mg/kg
Endosulfan Sulfate	ND< 0.01 mg/kg
Endrin	ND< 0.002 mg/kg
Endrin Aldehyde	ND< 0.002 mg/kg
Heptachlor	ND< 0.001 mg/kg
Heptachlor Epoxide	ND< 0.001 mg/kg
Toxaphene	ND< 0.01 mg/kg
PCB-1016	ND< 0.01 mg/kg
PCB-1221	ND< 0.01 mg/kg
PCB-1232	ND< 0.01 mg/kg
PCB-1242	ND< 0.01 mg/kg
PCB-1248	ND< 0.01 mg/kg
PCB-1254	ND< 0.01 mg/kg
PCB-1260	ND< 0.01 mg/kg

Client: Rollins Leasing Corp.
Lab No.: G24628-3, 6, 9
Date: February 24, 1992

VOLATILE ORGANICS - EPA METHOD 624
Dilution Factor = 1

<u>CAS NO.</u>	<u>COMPOUND</u>	<u>DETECTION LIMIT</u> <u>(micrograms/liter) *</u>
74-87-3	Chloromethane	ND< 3
74-83-9	Bromomethane	ND< 4
75-01-4	Vinyl Chloride	ND< 5
75-00-3	Chloroethane	ND< 6
75-09-2	Methylene Chloride	ND< 3
75-35-4	1,1-Dichloroethene	ND< 4
75-34-3	1,1-Dichloroethane	ND< 2
540-59-0	trans-1,2-Dichloroethene	ND< 2
67-66-3	Chloroform	ND< 2
107-06-2	1,2-Dichloroethane	ND< 4
71-55-6	1,1,1-Trichloroethane	ND< 3
56-23-5	Carbon Tetrachloride	ND< 3
75-27-4	Bromodichloromethane	ND< 5
79-34-5	1,1,2,2-Tetrachloroethane	ND< 7
78-87-5	1,2-Dichloropropane	ND< 2
10061-02-6	trans-1,3-Dichloropropene	ND< 3
79-01-6	Trichloroethene	ND< 1
124-48-1	Dibromochloromethane	ND< 3
79-00-5	1,1,2-Trichloroethane	ND< 4
71-43-2	Benzene	ND< 2
10061-01-5	cis-1,3-Dichloropropene	ND< 4
110-75-8	2-Chloroethyl Vinyl Ether	ND< 5
75-25-2	Bromoform	ND< 4
127-18-4	Tetrachloroethene	ND< 2
108-88-3	Toluene	ND< 6
108-90-7	Chlorobenzene	ND< 2
100-41-4	Ethylbenzene	ND< 4
95-50-1	1,2-Dichlorobenzene	ND< 5
541-73-1	1,3-Dichlorobenzene	ND< 5
106-46-7	1,4-Dichlorobenzene	ND< 5
75-01-6	Trichlorofluoromethane	ND< 6

* The detection limits listed above are provided for guidance.
The detection limits actually achieved in a given analysis
will vary depending on matrix effects and the dilution factor.



Client: Rollins Leasing Corp.
Lab No.: G24628-1, 2, 4, 5, 7, 8, 10, 11
Date: February 24, 1992

VOLATILE ORGANICS - EPA METHOD 8240
Dilution Factor = 1

<u>CAS NO.</u>	<u>COMPOUND</u>	<u>LOW SOIL/SEDIMENT DETECTION LIMIT (micrograms/kg) *</u>
74-87-3	Chloromethane	ND< 10
74-83-9	Bromomethane	ND< 10
75-01-4	Vinyl Chloride	ND< 10
75-00-3	Chloroethane	ND< 10
75-09-2	Methylene Chloride	ND< 5
67-64-1	Acetone	ND<100
75-15-0	Carbon Disulfide	ND< 5
75-35-4	1,1-Dichloroethene	ND< 5
75-34-3	1,1-Dichloroethane	ND< 5
540-59-0	trans-1,2-Dichloroethene	ND< 5
67-66-3	Chloroform	ND< 5
107-06-2	1,2-Dichloroethane	ND< 5
78-93-3	2-Butanone	ND<100
71-55-6	1,1,1-Trichloroethane	ND< 5
56-23-5	Carbon Tetrachloride	ND< 5
108-05-4	Vinyl Acetate	ND< 50
75-27-4	Bromodichloromethane	ND< 5
79-34-5	1,1,2,2-Tetrachloroethane	ND< 5
78-87-5	1,2-Dichloropropane	ND< 5
10061-02-6	trans-1,3-Dichloropropene	ND< 5
79-01-6	Trichloroethene	ND< 5
124-48-1	Dibromochloromethane	ND< 5
79-00-5	1,1,2-Trichloroethane	ND< 5
71-43-2	Benzene	ND< 5
10061-01-5	cis-1,3-Dichloropropene	ND< 5
110-75-8	2-Chloroethyl Vinyl Ether	ND< 10
75-25-2	Bromoform	ND< 5
591-78-6	2-Hexanone	ND< 50
108-10-1	4-Methyl-2-Pentanone	ND< 50
127-18-4	Tetrachloroethene	ND< 5
108-88-3	Toluene	ND< 5
108-90-7	Chlorobenzene	ND< 5
100-41-4	Ethylbenzene	ND< 5
100-42-5	Styrene	ND< 5
1330-20-7	Xylene (total)	ND< 5

* The detection limits listed above are based on wet weight and are provided for guidance.
The detection limits actually achieved in a given analysis will vary depending on matrix effects and the dilution factor.

Client: Rollins Leasing Corp.
Lab No.: G24628-3, 6, 9
Date: February 24, 1992

SEMIVOLATILE ORGANICS ANALYSIS DATA SHEET

<u>CAS NO.</u>	<u>COMPOUND</u>	<u>DETECTION LIMIT</u> <u>(micrograms/l)</u>
108-95-2	Phenol	ND< 50
111-44-4	bis(2-Chloroethyl) ether	ND< 50
95-57-8	2-Chlorophenol	ND< 50
541-73-1	1,3-Dichlorobenzene	ND< 50
106-46-7	1,4-Dichlorobenzene	ND< 50
100-51-6	Benzyl alcohol	ND< 50
95-50-1	1,2-Dichlorobenzene	ND< 50
95-48-7	2-Methylphenol	ND< 50
108-60-1	bis(2-Chloroisopropyl) ether	ND< 50
106-44-5	4-Methylphenol	ND< 50
621-64-7	N-Nitroso-di-n-propylamine	ND< 50
67-72-1	Hexachloroethane	ND< 50
98-95-3	Nitrobenzene	ND< 50
78-59-1	Isophorone	ND< 50
88-75-5	2-Nitrophenol	ND< 50
105-67-9	2,4-Dimethylphenol	ND< 50
65-85-0	Benzoic acid	ND<250
111-91-1	bis(2-Chloroethoxy) methane	ND< 50
120-83-2	2,4-Dichlorophenol	ND< 50
120-82-1	1,2,4-Trichlorobenzene	ND< 50
91-20-3	Naphthalene	ND< 50
106-47-8	4-Chloroaniline	ND< 50
87-68-3	Hexachlorobutadiene	ND< 50
59-50-7	4-Chloro-3-methylphenol	ND< 50
91-57-6	2-Methylnaphthalene	ND< 50
77-47-4	Hexachlorocyclopentadiene	ND< 50
88-06-2	2,4,6-Trichlorophenol	ND< 50
95-95-4	2,4,5-Trichlorophenol	ND<250
91-58-7	2-Chloronaphthalene	ND< 50
88-74-4	2-Nitroaniline	ND<250
131-11-3	Dimethylphthalate	ND< 50
208-96-8	Acenaphthylene	ND< 50
206-20-2	2,6-Dinitrotoluene	ND< 50
99-09-2	3-Nitroaniline	ND<250
83-32-9	Acenaphthene	ND< 50
51-28-5	2,4-Dinitrophenol	ND<250
100-02-7	4-Nitrophenol	ND<250
132-64-9	Dibenzofuran	ND< 50
121-14-2	2,4-Dinitrotoluene	ND< 50
84-66-2	Diethylphthalate	ND< 50
7005-72-3	4-Chlorophenol-phenylether	ND< 50

Cont. on page 2



Client: Rollins Leasing Corp.

Lab No.: G24628-3, 6, 9

Date: February 24, 1992

SEMIVOLATILE ORGANICS ANALYSIS DATA SHEET (continued)

<u>CAS NO.</u>	<u>COMPOUND</u>	<u>DETECTION LIMIT</u> <u>(micrograms/l)</u>
86-73-7	Fluorene	ND< 50
100-01-6	4-Nitroaniline	ND<250
534-52-1	4,6-Dinitro-2-methylphenol	ND<250
86-30-6	N-Nitrosodiphenylamine (1)	ND< 50
101-55-3	4-Bromophenyl-phenylether	ND< 50
118-74-1	Hexachlorobenzene	ND< 50
87-86-5	Pentachlorophenol	ND<250
85-01-8	Phenanthrene	ND< 50
120-12-7	Anthracene	ND< 50
84-74-2	Di-n-butylphthalate	ND< 50
206-44-0	Fluoranthene	ND< 50
129-00-0	Pyrene	ND< 50
85-68-7	Butylbenzylphthalate	ND< 50
91-94-1	3,3'-Dichlorobenzidine	ND< 50
56-55-3	Benzo(a)anthracene	ND< 50
218-01-9	Chrysene	ND< 50
117-81-7	bis(2-Ethylhexyl)phthalate	ND< 50
117-84-0	Di-n-octylphthalate	ND< 50
205-99-2	Benzo(b)fluoranthene	ND< 50
207-08-9	Benzo(k)fluoranthene	ND< 50
50-32-8	Benzo(a)pyrene	ND< 50
193-39-5	Indeno(1,2,3-cd)pyrene	ND< 50
53-70-3	Dibenz(a,h)anthracene	ND< 50
191-24-2	Benzo(g,h,i)perylene	ND< 50

Client: Rollins Leasing Corp.
Lab No.: G24628-1, 2, 4, 5, 7, 8, 10, 11
Date: February 24, 1992

SEMIVOLATILE ORGANICS ANALYSIS DATA SHEET

<u>CAS NO.</u>	<u>COMPOUND</u>	<u>DETECTION LIMIT</u> <u>(micrograms/kg)</u>
108-95-2	Phenol	ND< 10
111-44-4	bis(2-Chloroethyl) ether	ND< 10
95-57-8	2-Chlorophenol	ND< 10
541-73-1	1,3-Dichlorobenzene	ND< 10
106-46-7	1,4-Dichlorobenzene	ND< 10
100-51-6	Benzyl alcohol	ND< 10
95-50-1	1,2-Dichlorobenzene	ND< 10
95-48-7	2-Methylphenol	ND< 10
108-60-1	bis(2-Chloroisopropyl) ether	ND< 10
106-44-5	4-Methylphenol	ND< 10
621-64-7	N-Nitroso-di-n-propylamine	ND< 10
67-72-1	Hexachloroethane	ND< 10
98-95-3	Nitrobenzene	ND< 10
78-59-1	Isophorone	ND< 10
88-75-5	2-Nitrophenol	ND< 10
105-67-9	2,4-Dimethylphenol	ND< 10
65-85-0	Benzoic acid	ND< 50
111-91-1	bis(2-Chloroethoxy) methane	ND< 10
120-83-2	2,4-Dichlorophenol	ND< 10
120-82-1	1,2,4-Trichlorobenzene	ND< 10
91-20-3	Naphthalene	ND< 10
106-47-8	4-Chloroaniline	ND< 10
87-68-3	Hexachlorobutadiene	ND< 10
59-50-7	4-Chloro-3-methylphenol	ND< 10
91-57-6	2-Methylnaphthalene	ND< 10
77-47-4	Hexachlorocyclopentadiene	ND< 10
88-06-2	2,4,6-Trichlorophenol	ND< 10
95-95-4	2,4,5-Trichlorophenol	ND< 50
91-58-7	2-Chloronaphthalene	ND< 10
88-74-4	2-Nitroaniline	ND< 50
131-11-3	Dimethylphthalate	ND< 10
208-96-8	Acenaphthylene	ND< 10
206-20-2	2,6-Dinitrotoluene	ND< 10
99-09-2	3-Nitroaniline	ND< 50
83-32-9	Acenaphthene	ND< 10
51-28-5	2,4-Dinitrophenol	ND< 50
100-02-7	4-Nitrophenol	ND< 50
132-64-9	Dibenzofuran	ND< 10
121-14-2	2,4-Dinitrotoluene	ND< 10
84-66-2	Diethylphthalate	ND< 10
7005-72-3	4-Chlorophenol-phenylether	ND< 10

Cont. on page 2



Client: Rollins Leasing Corp.
Lab No.: G24628-1, 2, 4, 5, 7, 8, 10, 11
Date: February 24, 1992

SEMIVOLATILE ORGANICS ANALYSIS DATA SHEET (continued)

<u>CAS NO.</u>	<u>COMPOUND</u>	<u>DETECTION LIMIT</u> <u>(micrograms/kg)</u>
86-73-7	Fluorene	ND< 10
100-01-6	4-Nitroaniline	ND< 50
534-52-1	4,6-Dinitro-2-methylphenol	ND< 50
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118-74-1	Hexachlorobenzene	ND< 10
87-86-5	Pentachlorophenol	ND< 50
85-01-8	Phenanthrene	ND< 10
120-12-7	Anthracene	ND< 10
84-74-2	Di-n-butylphthalate	ND< 10
206-44-0	Fluoranthene	ND< 10
129-00-0	Pyrene	ND< 10
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91-94-1	3,3'-Dichlorobenzidine	ND< 20
56-55-3	Benzo(a)anthracene	ND< 10
218-01-9	Chrysene	ND< 10
117-81-7	bis(2-Ethylhexyl)phthalate	ND< 10
117-84-0	Di-n-octylphthalate	ND< 10
205-99-2	Benzo(b)fluoranthene	ND< 10
207-08-9	Benzo(k)fluoranthene	ND< 10
50-32-8	Benzo(a)pyrene	ND< 10
193-39-5	Indeno(1,2,3-cd)pyrene	ND< 10
53-70-3	Dibenz(a,h)anthracene	ND< 10
191-24-2	Benzo(g,h,i)perylene	ND< 10



Attachment E

IDEA

id environmental associates, inc.

EVALUATION OF POTENTIAL ONSITE SOURCES OF CONTAMINATION
IN VADOSE ZONE AT MONADNOCK COMPANY FACILITY
IN CITY OF INDUSTRY, CALIFORNIA

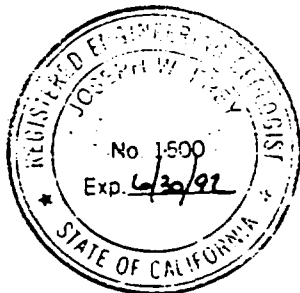
PHASE 2B

Prepared for:

TRW Inc.
One Space Park 140/1536
Redondo Beach, California 90278

February 1992

The soil sampling and analysis program described in this report and the resultant boring logs were conducted/prepared under the supervision of Mr. Joseph Frey, a California-certified engineering geologist. Mr. Frey has considerable experience in the conduct of soil and ground water investigations. His signature and stamp appear below.



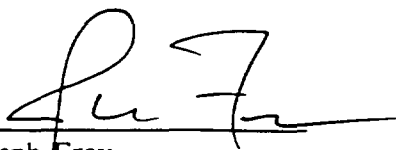

Joseph Frey
Certified Engineering Geologist
Number 1500

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**EVALUATION OF POTENTIAL ONSITE
SOURCES OF CONTAMINATION IN
VADOSE ZONE AT
MONADNOCK COMPANY FACILITY
CITY OF INDUSTRY, CALIFORNIA**

1.0 INTRODUCTION

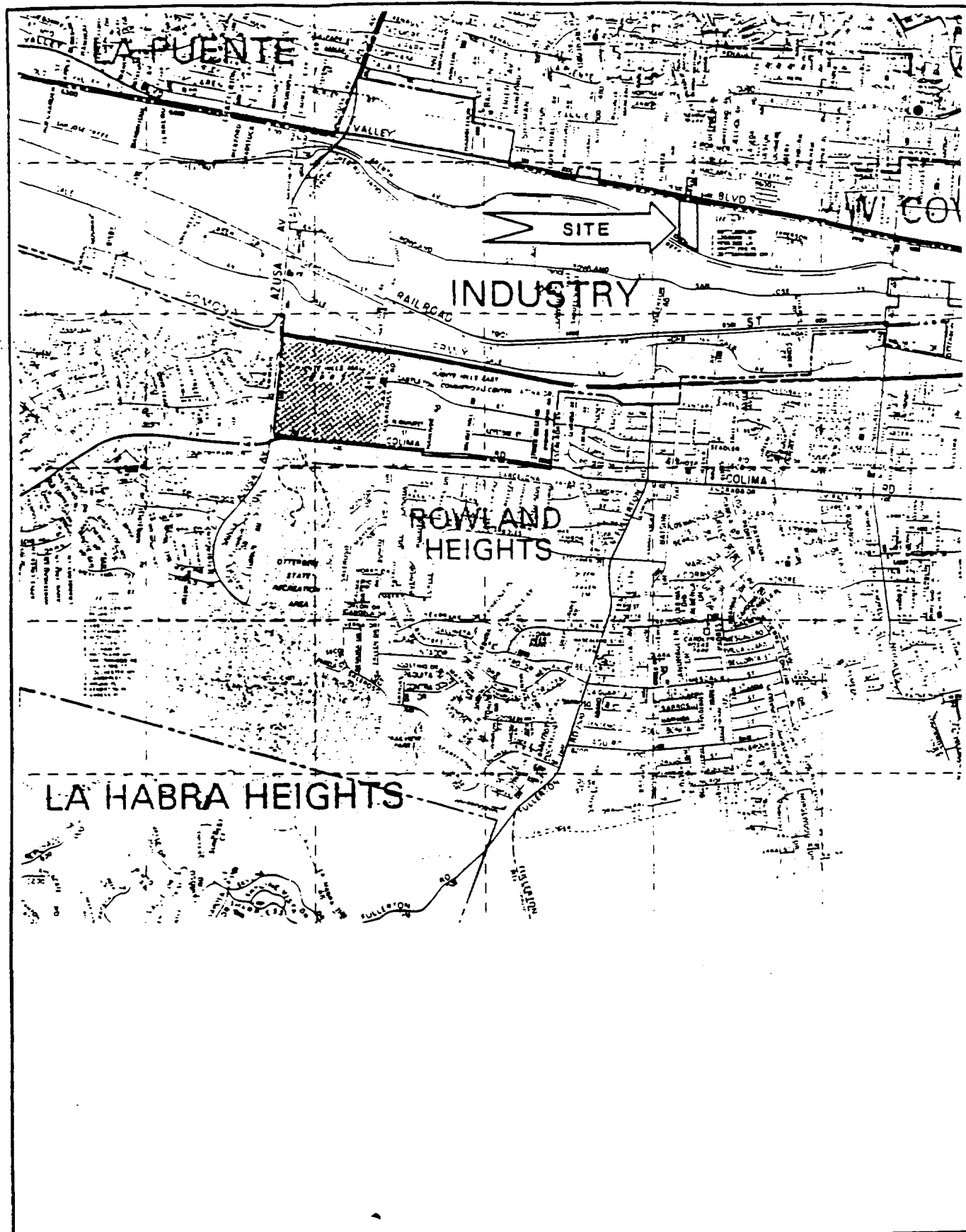
The California Regional Water Quality Control Board - Los Angeles Region (RWQCB) has determined that discharges of solvents and other chemicals have occurred from the Monadnock Company facility, located at 18301 East Arenth Avenue in City of Industry, California (see Figure 1 for site location). Specifically, the RWQCB, in Cleanup and Abatement Order 88-2 (dated May 11, 1988), stated that the following actions have or could have caused soil and/or groundwater contamination at the site:

- o Cleaning of equipment with solvents in an unpaved area of the site
- o Occasional dumping of used chemicals on the ground
- o Potential spills or leakage from chemical storage
- o Potential leakage from sumps, drains, piping, and an industrial waste clarifier

TRW Inc. (TRW), as a condition of the amended Cleanup and Abatement Order 88-057 issued by the RWQCB (dated September 29, 1989), is required to "determine any other contamination sources in the vadose zone on site (at the Monadnock Company facility) and evaluate threat to groundwater from residual contamination." To accomplish this goal, TRW has chosen to use a phased approach, whereby (1) potential sources of contamination in the vadose zone are identified (Phase 2A) and (2) having identified the potential sources of contamination, the lateral and vertical extent of contamination is evaluated (Phase 2B).

The Phase 2A investigation was conducted by Woodward-Clyde Consultants (Woodward-Clyde) in August 1990. A report of the investigation, entitled "Evaluation of Potential Onsite Sources of Contamination in Vadose Zone at Monadnock Company Facility City of Industry, California," dated October 1990, was submitted to the RWQCB in October 1990.

The Phase 2A investigation focused on potential vadose zone contamination from volatile organic compounds (VOCs), the specific metals historically used at the facility, acids and bases, and cyanide. To evaluate potential zones of soil contamination, soil gas sampling and near-surface soil sampling and analysis techniques were used. Areas of suspected VOC contamination were



SITE LOCATION

Project No.: 904W164A

Date: SEPT 1966

Project: TRW-MONADNOCK

Fig. 1

surveyed using soil gas sampling and confirmatory soil sampling and analysis; areas of suspected toxic metal or cyanide contamination were evaluated using near-surface soil sampling and analysis.

Based on the concerns of the RWQCB and the previous chemical storage/usage patterns at the Monadnock Company facility, Phase 2A soil gas surveying was conducted in the following areas:

- o Sewer line from clarifier to street
- o Clarifier
- o Former vapor degreasers and associated floor drains
- o Area upgradient (to the east) of Monitoring Well MW-3
- o Concrete/asphalt interface south of building
- o Area adjacent to southwest corner of building
- o East parking lot area
- o Area adjacent to southeast corner of building
- o Alleged former swamp area
- o Former drum storage area at southeast corner of building
- o Former drum storage in bermed area along midsection at east end of building
- o West side of building between dock storage area and southwest corner
- o West dock storage area along paving/dock interface
- o Former underground storage tank location at east perimeter of property.

Results of the Phase 2A soil gas survey are as follows:

- o **Sewer Line from Clarifier to Street** - Elevated concentrations (up to thousands of parts per billion) of 1,1,1-trichloroethane (TCA), trichloroethene (TCE), and tetrachloroethene (PCE) were detected in soil gas samples collected from this area.
- o **Clarifier** - Concentrations of TCA, TCE, and PCE up to tens of parts per billion were detected in soil gas adjacent to the clarifier. Woodward-Clyde suggested that these concentrations probably represent migration of soil gas from other source areas at the site.
- o **Former Vapor Degreasers and Associated Floor Drains** - Subsurface soil beneath the present degreaser area within the building contained significantly-elevated concentrations of TCA, TCE, and PCE in the soil gas (up to tens of thousands of parts per billion).
- o **Area Upgradient of Monitoring Well MW-3** - Somewhat elevated concentrations of TCA, TCE, and PCE (up to thousands of parts per billion) were detected in soil gas from the area upgradient of Monitoring Well MW-3. Woodward-Clyde believed that these concentrations may not indicate that subsurface soils beneath the area upgradient of Monitoring Well MW-3 have been impacted by localized spills of TCA, TCE, and PCE. Rather, soil gas originating from the sewer line may be migrating toward the area upgradient of Monitoring Well MW-3.
- o **Concrete/Asphalt Interface South of Building** - Elevated concentrations of TCA, TCE, and PCE (up to thousands of parts per billion) were present in soil gas along the concrete/asphalt interface south of the building.
- o **Area Adjacent to Southwest Corner of Building and Alleged Former Swamp Area** - Significantly-elevated concentrations of TCA, TCE, and PCE (up to tens of thousands of parts per billion) were detected in soil gas collected from the area adjacent to the southwest corner of the building and in the alleged former swamp area to the south of the southwest corner of the building.
- o **East Parking Lot Area** - Concentrations of TCA, TCE, and PCE up to hundreds of parts per billion were detected in soil gas in the east parking lot area. Woodward-Clyde believed that these concentrations probably represent migration of soil gas from other source areas at the site.

- o **Area Adjacent to Southeast Corner of Building** - Elevated concentrations of TCA, TCE, and PCE (up to thousands of parts per billion) were present in soil gas proximate to the southeast corner of the building.
- o **Former Chemical Storage/Usage Areas** - Concentrations of TCA, TCE, and PCE up to hundreds of parts per billion were detected in soil gas in the following former chemical storage/usage areas:
 - Bermed area along outside east wall of building
 - West side of building between dock storage area and southwest corner
 - West dock storage area along paving/dock interface
 - Pavement line south and east of building
 - Heat treatment room and adjacent former laboratory

Woodward-Clyde believed that these concentrations probably represent migration of soil gas from other source areas at the site.

- o **Former Underground Storage Tank** - Concentrations of TCA and PCE up to tens of parts per billion were detected in soil gas in this area. Woodward-Clyde believed that these concentrations probably represent migration of soil gas from other source areas at the site.

Near-surface soil sampling and analysis conducted by Woodward-Clyde during August 1990 indicated that subsurface soils along the west dock area have been impacted by cyanide, chromium, and cadmium.

As a result of these findings, Woodward-Clyde included a work plan in the Phase 2A investigation report for conduct of the Phase 2B investigation. As mandated by the RWQCB (meeting on December 3, 1990; letter dated March 14, 1991; letter dated May 17, 1991; and letter dated June 21, 1991), the work plan was amended several times to reflect concerns of the RWQCB. The scope of work of the Phase 2B investigation conducted by ID Environmental Associates (IDEA), as described in the following sections, reflects the concerns of the RWQCB.

2.0 SCOPE OF WORK

The objective of the Phase 2B investigation was to better define the lateral and vertical extent of VOCs, cyanide, chromium, and cadmium in the subsurface soils at the Monadnock Company site. The extent of VOCs in subsurface soils was evaluated using a two-phased approach. To complement the data collected in the Phase 2A investigation, a second soil gas survey was conducted within each area of potential VOC contamination identified in the Phase 2A investigation. Soil gas data from the Phase 2A and 2B investigations were then used to locate soil boring locations. Soil samples were collected from within each boring and chemically analyzed to evaluate the lateral and vertical extent of VOC contamination at the Monadnock Company site. The areas in which cyanide, chromium, and cadmium contamination were identified were further evaluated using similar soil sampling and analysis techniques.

2.1 Soil Gas Survey

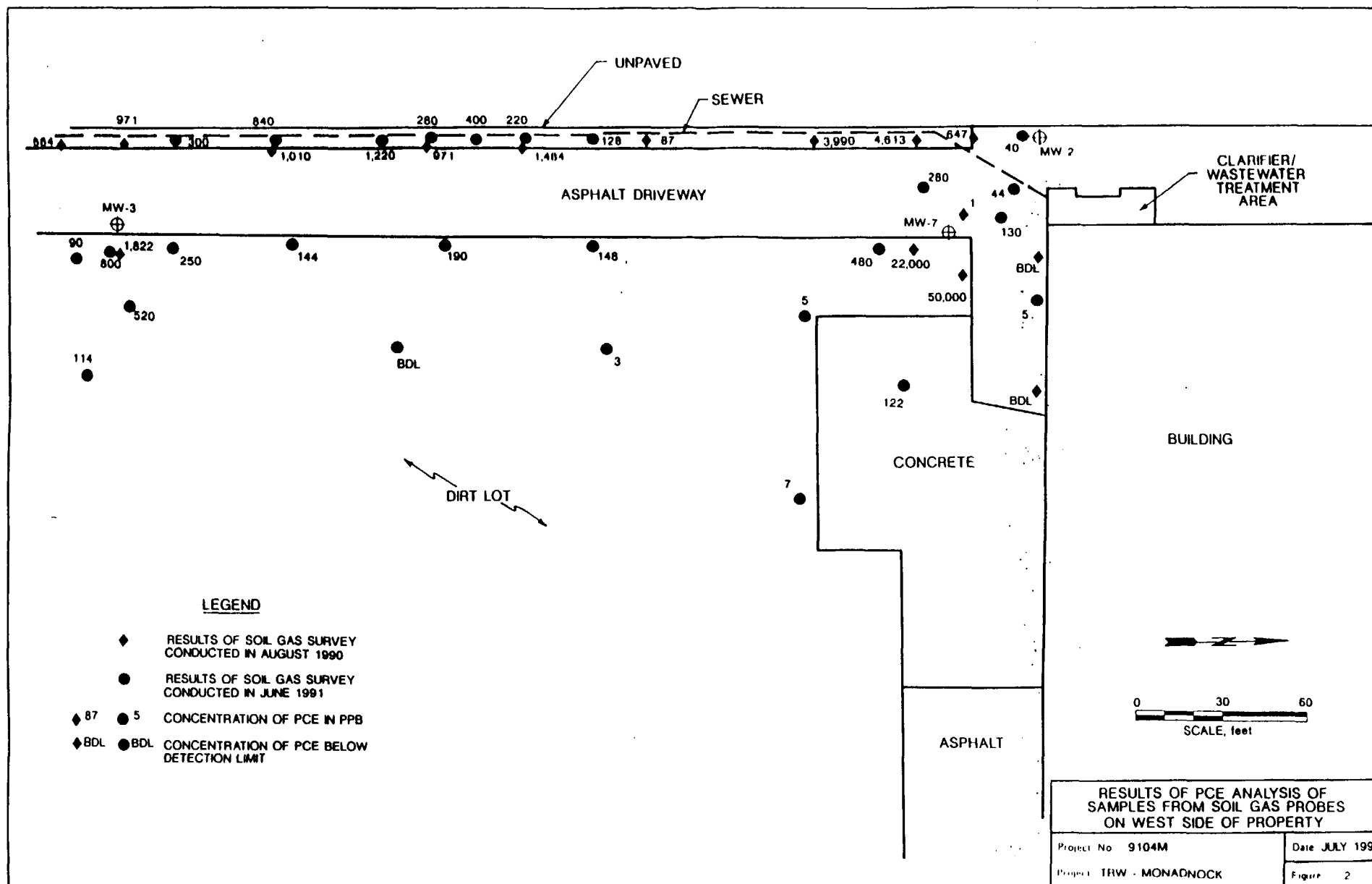
Soil gas sampling is used as an aid in broadly delineating the zone of subsurface materials containing elevated concentrations of volatile constituents. Used in this way, soil gas sampling is an effective, relatively non-disruptive technique to quickly identify the general extent of subsurface materials containing elevated levels of VOCs. This information can then be used to more effectively locate soil borings.

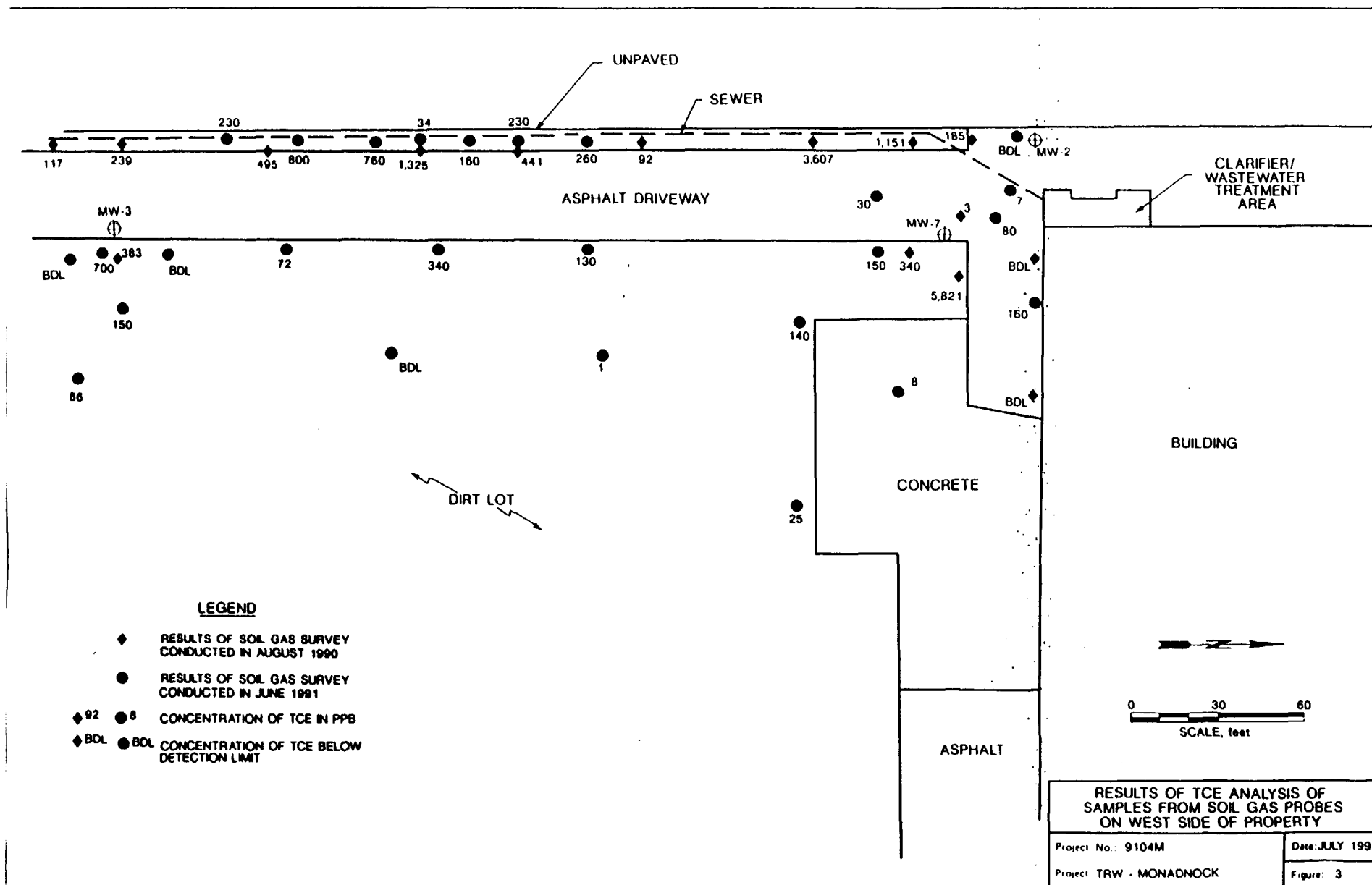
The following subsections outline the locations at which soil gas probes were placed during the Phase 2B investigation. Initial probe placement within each potential VOC contamination zone was guided by the data collected during the Phase 2A investigation. Subsequent probes within each zone were located based on the data from previous probes (probes were placed in areas that soil gas appeared to be migrating; no further soil gas work was conducted in areas of low soil gas VOC concentrations).

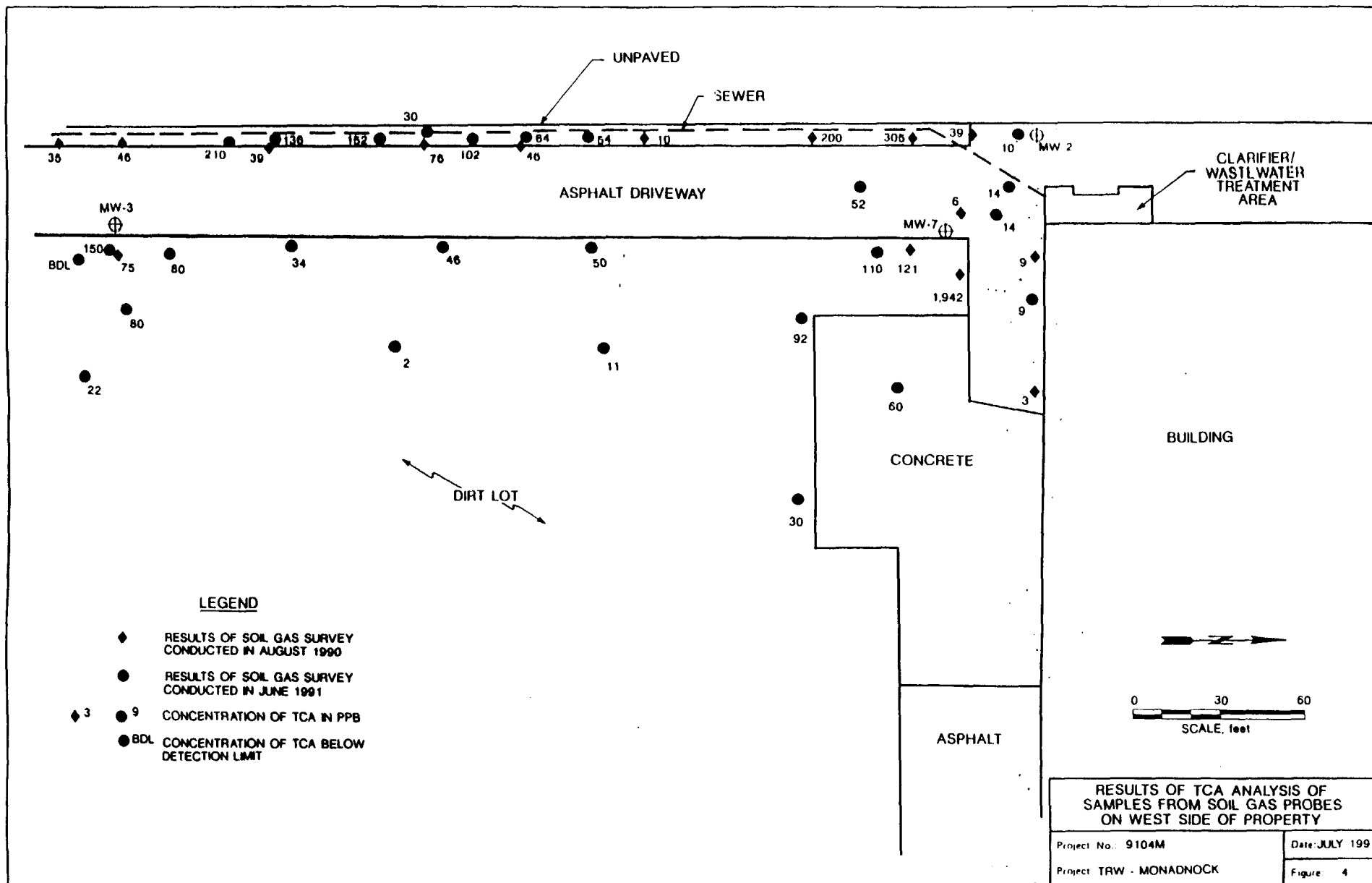
Protocols under which the soil gas survey was conducted are included in Appendix A. The locations of the probes (and the locations of the probes placed during the Phase 2A investigation) are shown on Figures 2 through 13.

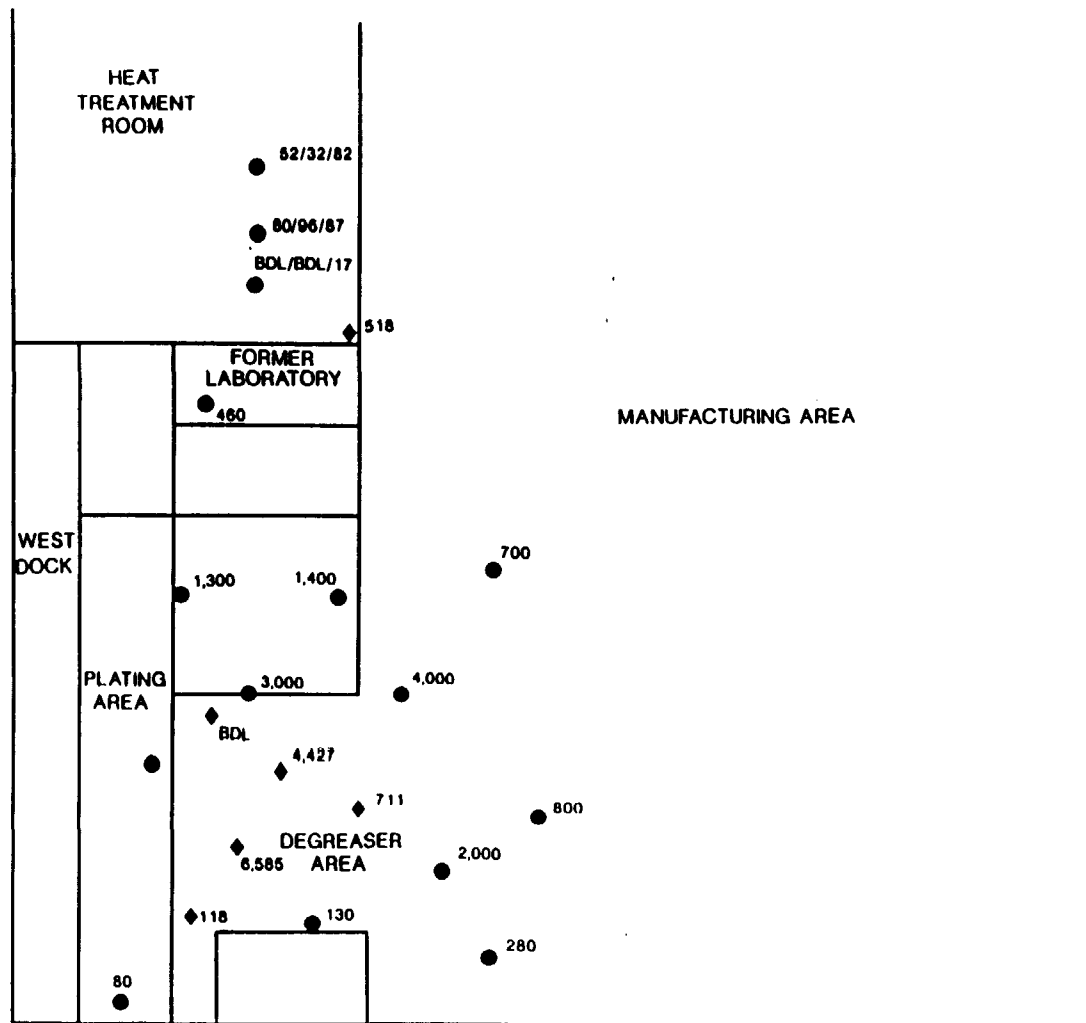
2.1.1 Sewer Line from Clarifier to Street and Monitoring Well MW-3

Two areas along the sewer line that runs from the clarifier to the main trunk line adjacent to Arenth Avenue and the area surrounding Monitoring Well MW-3 were identified during the Phase 2A investigation as possible VOC contamination zones. Accordingly, 17 probes were placed in these areas during the Phase 2B investigation.



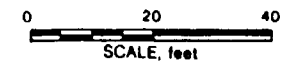






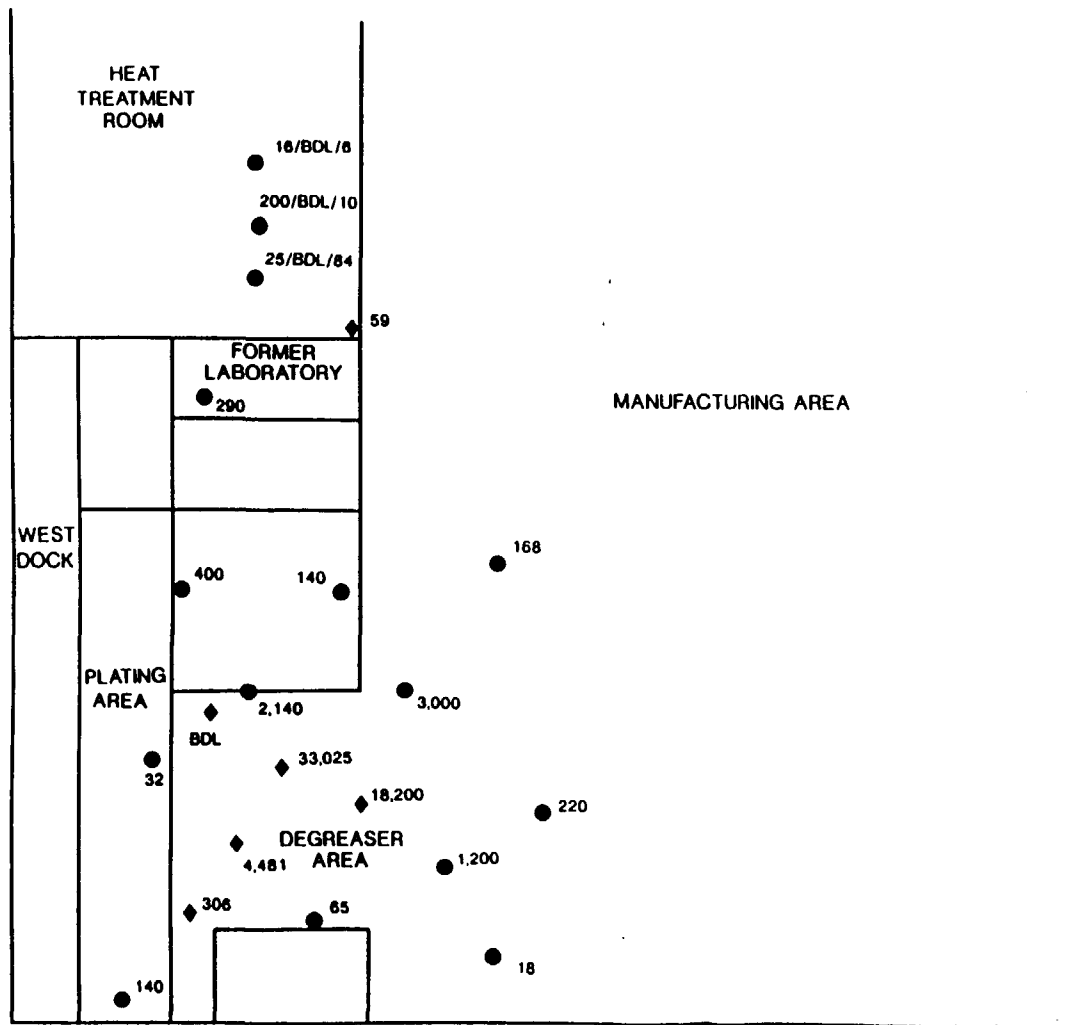
LEGEND

- ◆ RESULTS OF SOIL GAS SURVEY CONDUCTED IN AUGUST 1990
- RESULTS OF SOIL GAS SURVEY CONDUCTED IN JUNE 1991
- ◆ 711 ● 86 CONCENTRATION OF PCE IN PPB
- ◆ BDL CONCENTRATION OF PCE BELOW DETECTION LIMIT



RESULTS OF PCE ANALYSIS OF SAMPLES FROM SOIL GAS PROBES INSIDE BUILDING

Project No. 9104M	Date JULY 1991
Project TRW - MONADNOCK	Figure 5



LEGEND

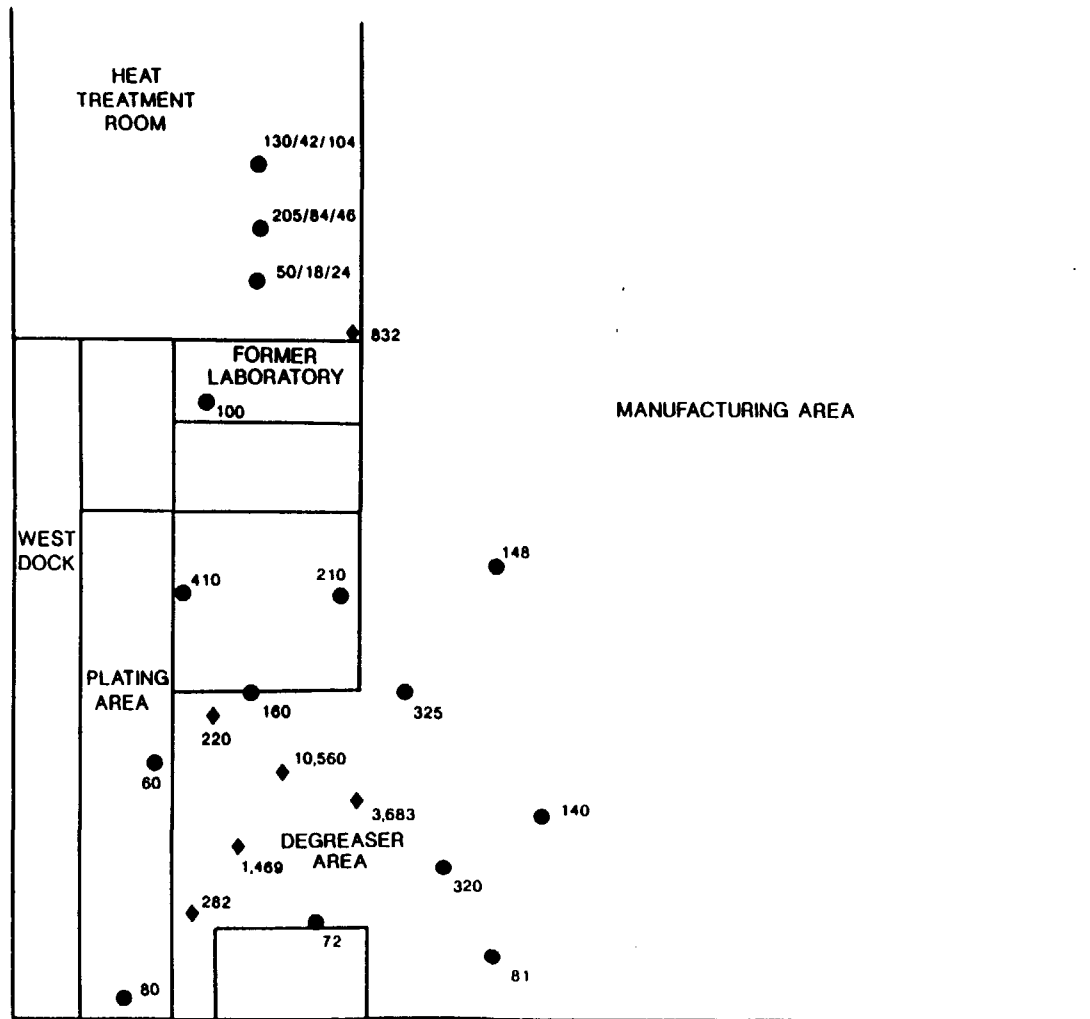
- ◆ RESULTS OF SOIL GAS SURVEY CONDUCTED IN AUGUST 1990
- RESULTS OF SOIL GAS SURVEY CONDUCTED IN JUNE 1991
- ◆ 59 ● 290 CONCENTRATION OF TCE IN PPB
- ◆ BDL CONCENTRATION OF TCE BELOW DETECTION LIMIT

0 20 40
SCALE, feet

RESULTS OF TCE ANALYSIS OF SAMPLES FROM SOIL GAS PROBES INSIDE BUILDING

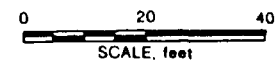
Project No.: 9104M
Project TRW - MONADNOCK

Date JULY 1991
Figure 6



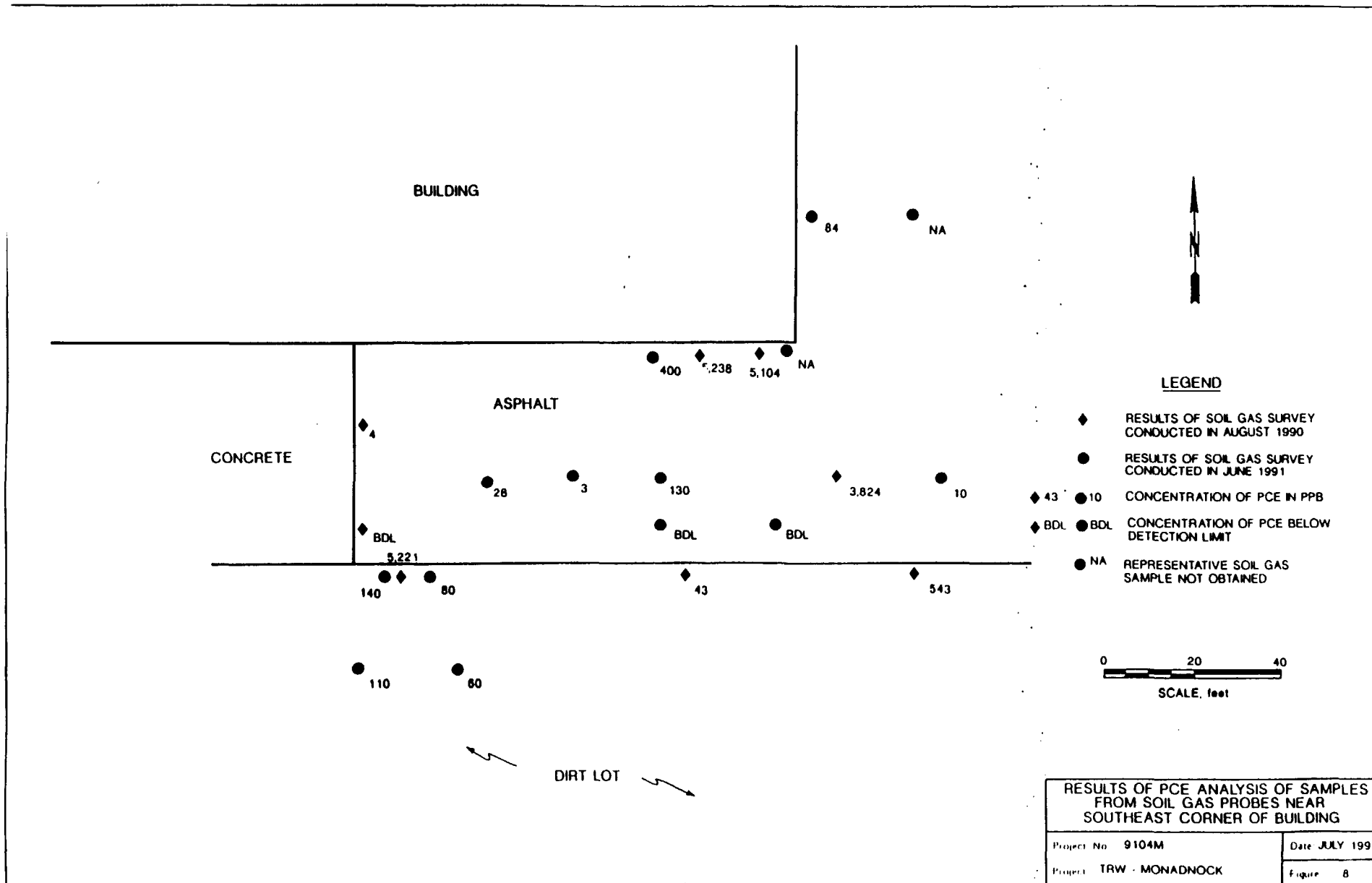
LEGEND

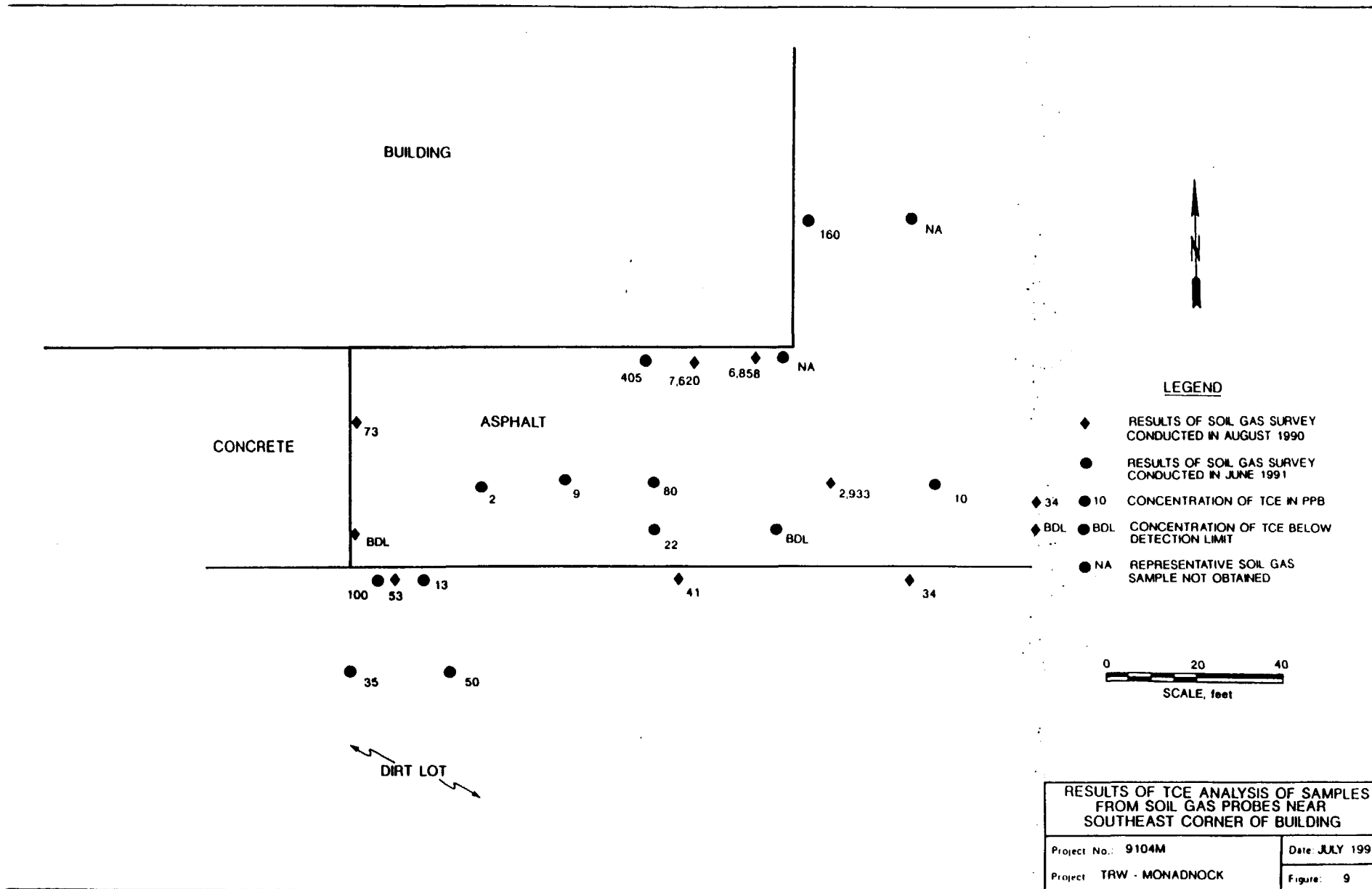
- ◆ RESULTS OF SOIL GAS SURVEY CONDUCTED IN AUGUST 1990
- RESULTS OF SOIL GAS SURVEY CONDUCTED IN JUNE 1991
- ◆ 832 ● 100 CONCENTRATION OF TCA IN PPB

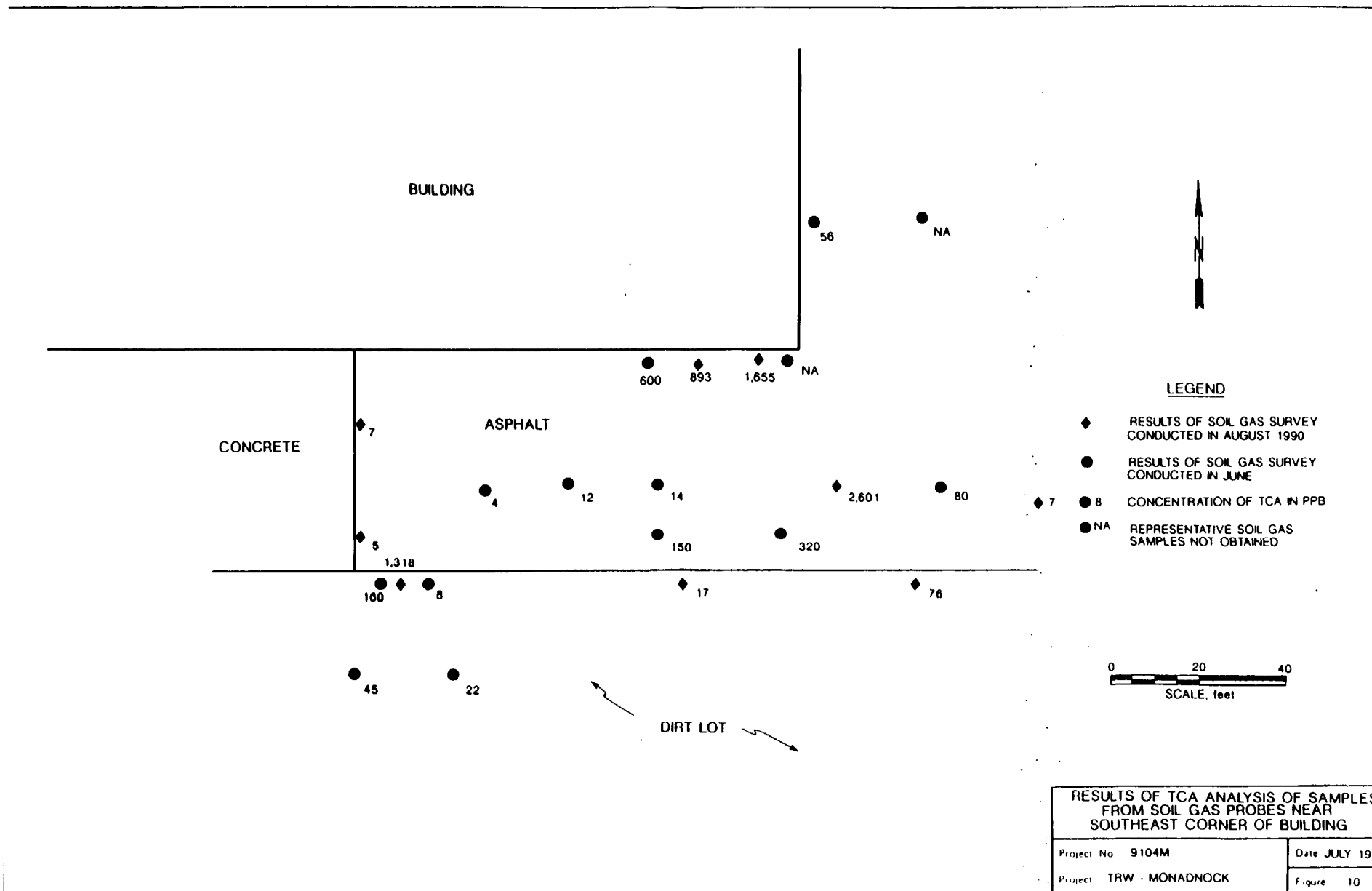


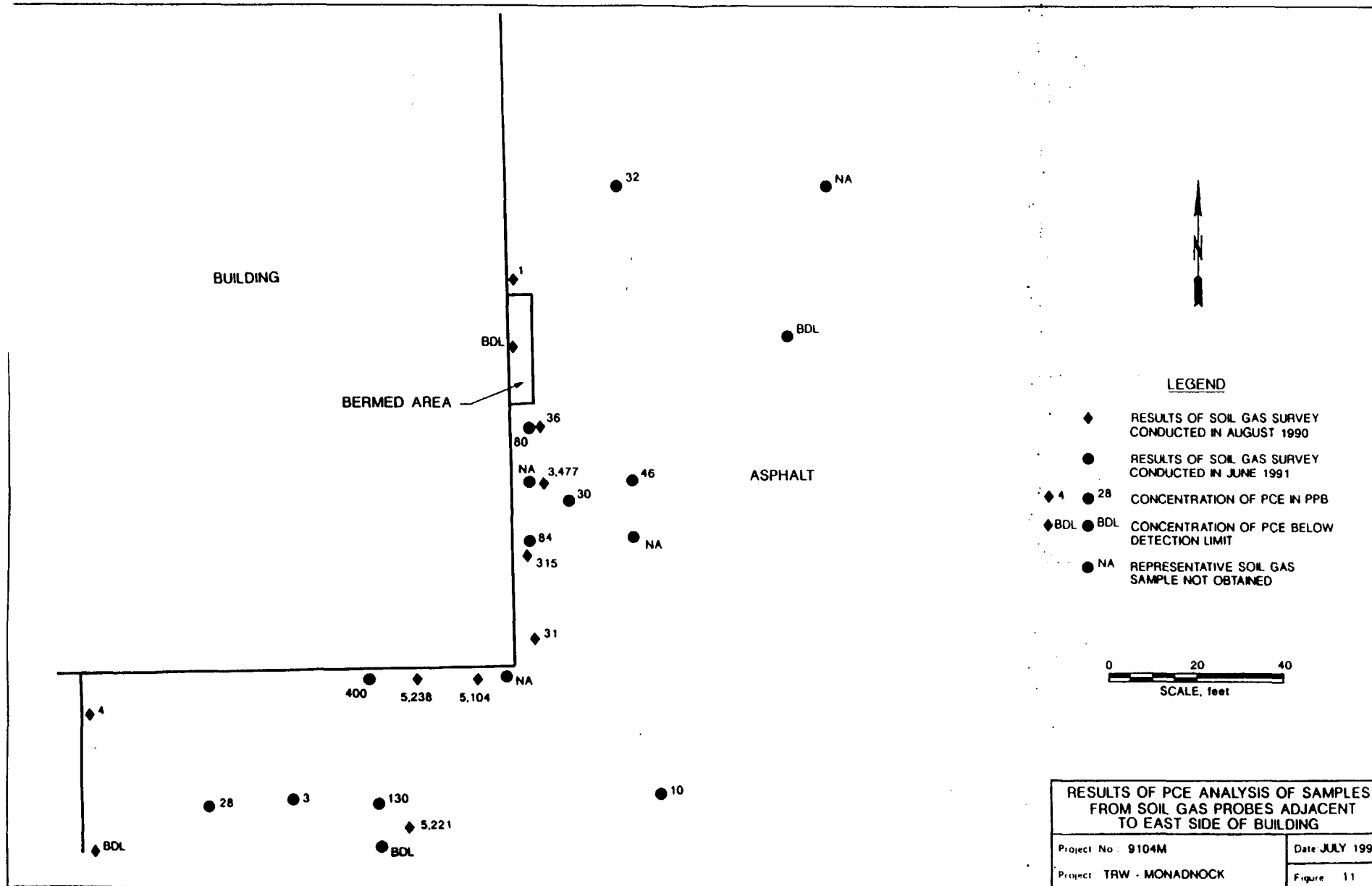
RESULTS OF TCA ANALYSIS OF SAMPLES FROM SOIL GAS PROBES INSIDE BUILDING

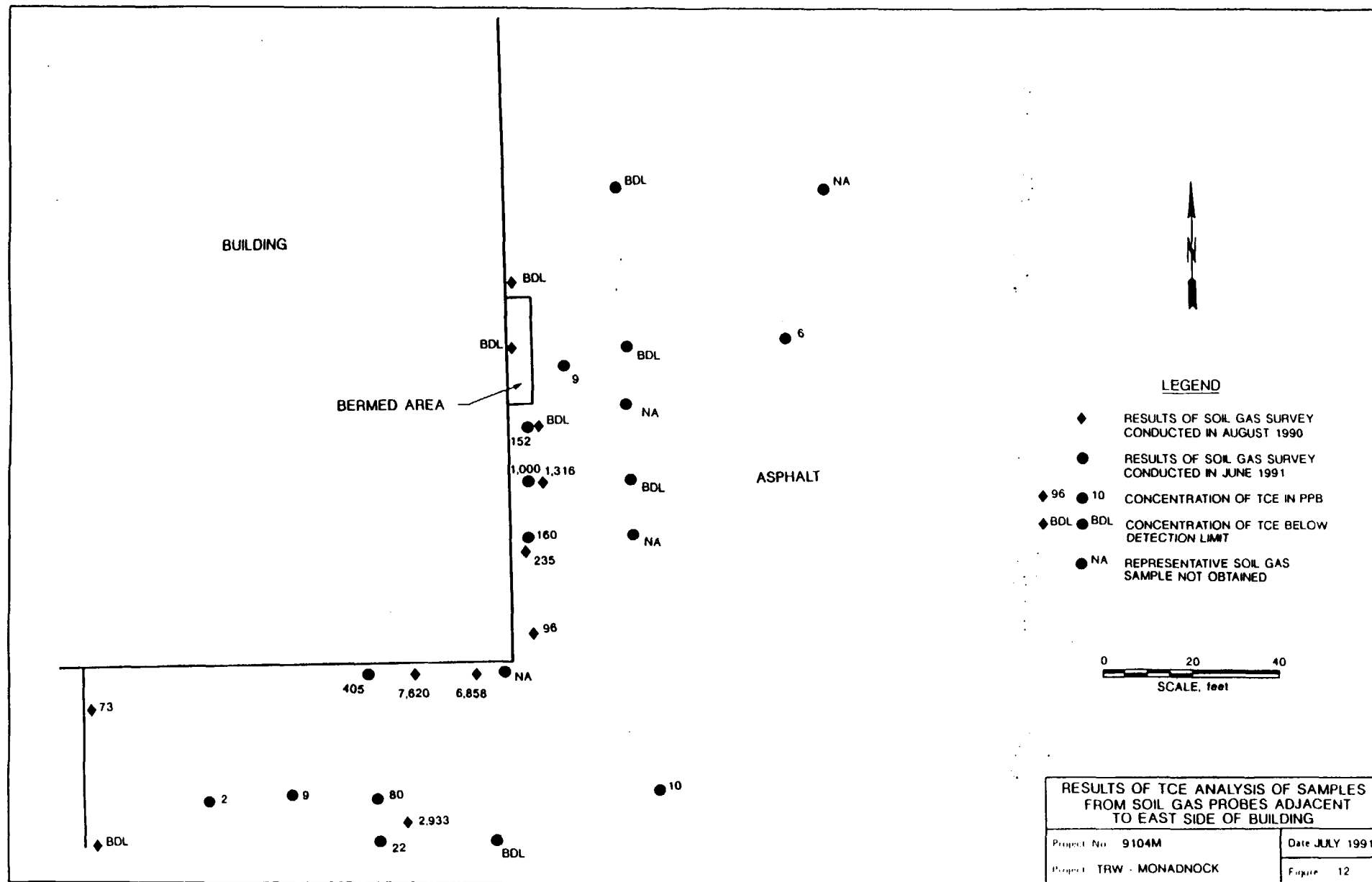
Project No.: 9104M	Date: JULY 1991
Project: TRW - MONADNOCK	Figure: 7











2.1.2 Area Adjacent to Southwest Corner of Building, Including Alleged Former Swamp Area, and Clarifier

The area adjacent to the southwest corner of the building, including the alleged former swamp area, was identified as a potential VOC contamination zone during the Phase 2A investigation. To evaluate this premise, nine probes were placed in the area during the Phase 2B investigation.

As a result of the Phase 2A investigation, Woodward-Clyde suggested that TCA, TCE, and PCE detected in soil gas adjacent to the clarifier probably originated at the former swamp area and/or the sewer line. To test this hypothesis, two of the nine probes were placed between the clarifier and these areas during the Phase 2B investigation. The purpose of the probes was to obtain sufficient data to evaluate if migration of soil gas is occurring from either of the areas toward the clarifier.

2.1.3 Former Vapor Degreasers and Associated Floor Drains

During the Phase 2A investigation, subsurface soil beneath the present degreaser area contained significantly-elevated concentrations of TCA, TCE, and PCE in the soil gas (up to tens of thousands of parts per billion). Nine probes were placed in this area during the Phase 2B investigation to further evaluate the extent of potential VOC contamination in the subsurface soils.

In its October 1990 report, Woodward-Clyde suggested that soil gas is migrating from the degreaser area toward the heat treatment room. Consequently, as part of the Phase 2B investigation, three probes were placed in intervening rooms. In addition, three probes were placed at multiple depths (approximately 4, 8, and 12 feet below the floor surface) in the heat treatment room.

2.1.4 Concrete/Asphalt Interface South of Building

Previous sampling during the Phase 2A investigation indicated that VOC contamination may be present along the concrete/asphalt interface extending south from the southern loading dock. Accordingly, five soil gas probes were placed in this area during the Phase 2B investigation.

2.1.5 East Parking Lot Area

Based on the results of the Phase 2A investigation, Woodward-Clyde believed that the concentrations of TCA, TCE, and PCE (up to hundreds of parts per billion) detected in soil gas in the east parking lot area probably represent migration of soil gas from other source areas at the site. To evaluate this premise, two probes were placed in the east parking lot area during the Phase 2B investigation.

2.1.6 Area Adjacent to Southeast Corner of Building

Soil gas probes were installed in the area adjacent to the southeast corner of the building during the Phase 2A investigation. Because elevated concentrations of TCA, TCE, and PCE (up to thousands of parts per billion) were detected in the soil gas proximate to the southeast corner of the building, seven probes were installed in this area during the Phase 2B investigation.

2.1.7 Former Chemical Storage Areas

Organic chemicals are reported to have been stored or used historically in the following areas:

- o Bermed area along east wall of building
- o West side of building between dock storage area and southwest corner
- o West dock storage area along paving/dock interface
- o Pavement line south and east of building

To evaluate potential VOC contamination in these areas, soil gas probes were placed in these areas during the Phase 2A investigation. Concentrations of TCA, TCE, and PCE of up to hundreds of parts per billion were detected in the soil gas. However, Woodward-Clyde believed that these concentrations represent migration of soil gas from other source areas at the site.

The RWQCB concurred with this hypothesis for the latter three areas. However, because of lingering concerns regarding the bermed area outside the east wall of the building, one probe was placed in this area during the Phase 2B investigation.

2.1.8 Former Underground Storage Tank Location

Concentrations of TCA and PCE of up to tens of parts per billion were detected in soil gas in this area during the Phase 2A investigation. However, Woodward-Clyde believed that these concentrations represent migration of soil gas from other source areas at the site. Because the RWQCB concurred with this belief, no further work was done in this area during the Phase 2B investigation.

2.2 Results of Phase 2B Soil Gas Survey

Results of the Phase 2B soil gas survey are shown on Figures 2 through 13. The results of the Phase 2A soil gas survey are also shown on these figures.

A comparison of results of the soil gas surveys indicates that the concentrations of TCA, TCE, and PCE in soil gas decreased from the time of the Phase 2A investigation to the time of the Phase 2B investigation. This phenomenon is especially noticeable along the sewer line and the southwest and southeast corners of the building. IDEA believes that surface water infiltrated subsurface soils in these areas (substantial rain was recorded in southern California during March 1991), resulting in a lowering of concentrations of organics in the soil gas. Lending credence to this theory is the fact that concentrations of TCA, TCE, and PCE did not significantly change in soil gas beneath the former degreaser area. This area, being beneath the manufacturing building, is protected from surface water intrusion.

Based on (1) historical site use data (presented in the October 1990 Woodward-Clyde report) and (2) the results of the soil gas surveys conducted during the Phase 2A and Phase 2B investigations, soil boring locations were located from which soil samples were collected and chemically analyzed. Details of the soil sampling and analysis program are provided in Section 3.0.

3.0 SOIL SAMPLING AND ANALYSIS PROGRAM

To evaluate the lateral and vertical extent of VOCs, cyanide, cadmium, and chromium in subsurface soils at the Monadnock Company site, soil samples were collected and chemically analyzed. The following subsections describe the soil sampling and analysis program.

3.1 Locations of Soil Borings to Evaluate Potential VOC Contamination

Based on historical use data for the site and the results of the Phase 2A and Phase 2B investigations, the following areas were identified for inclusion in the soil sampling and analysis program:

- o sewer line and area adjacent to Monitoring Well MW-3
- o southwest corner of building and alleged former swamp area
- o southeast corner of building and bermed area along east wall of building
- o degreaser area inside building
- o pavement line south of building

Soil boring locations, shown on Figures 14 through 16, were chosen using the following criteria:

- o Organic chemicals and/or wastes had been historically used or stored in an area. Boring locations were chosen to evaluate potential VOC contamination in subsurface soils within the area.
- o Significant concentrations of VOCs were detected in soil gas within an area. Boring locations were selected to assess potential VOC contamination in subsurface soils at (1) the location of the highest concentrations of VOCs in the soil gas of an area and (2) the edge of the suspected VOC plume within the area. The edge of the suspected VOC plume was defined as the locus of points at which the concentration of VOCs in the soil gas was an order of magnitude less than the highest concentrations of VOCs in the soil gas for that area.

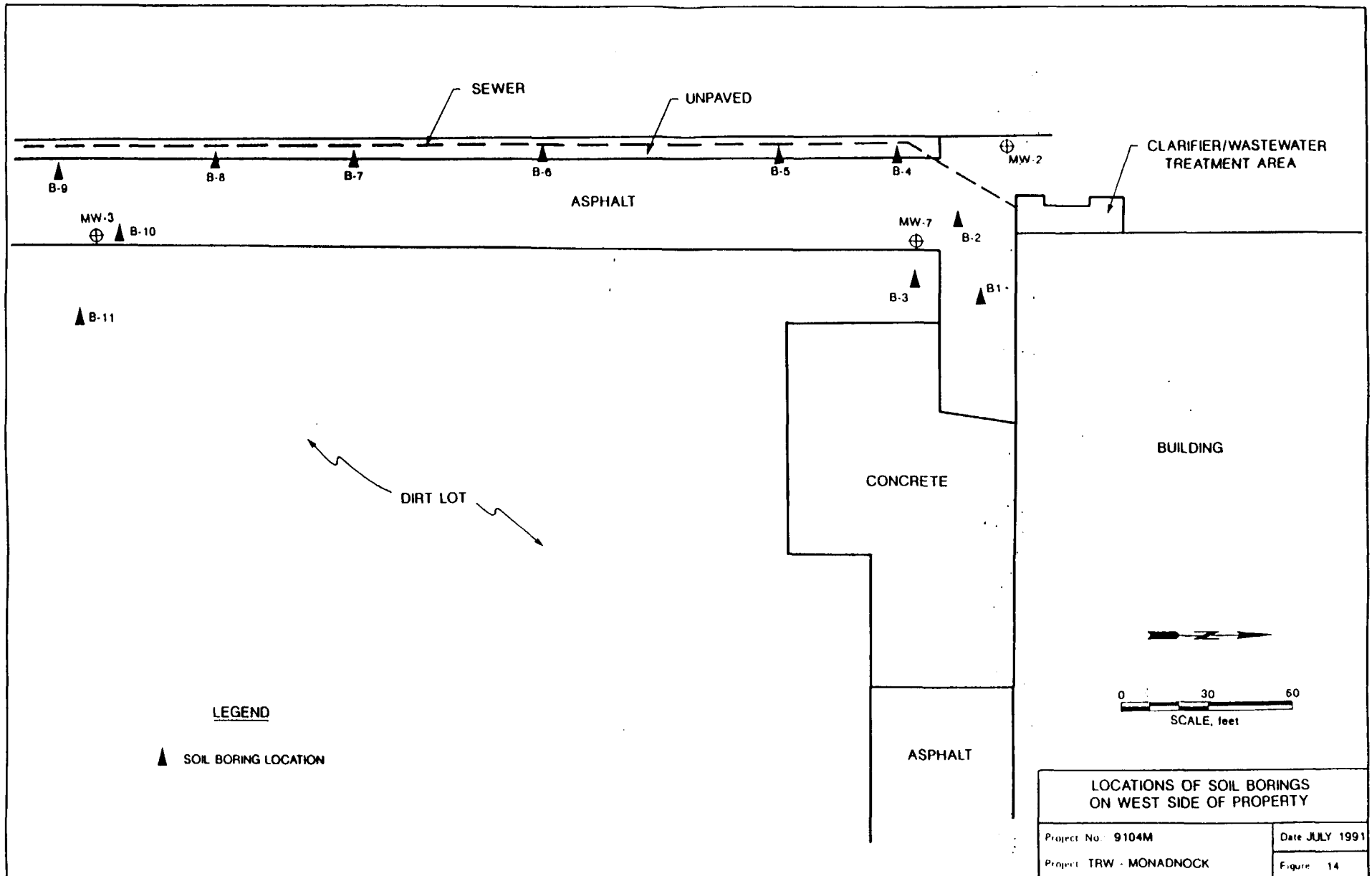
As an illustration, seven soil borings (Borings B-13 through B-17, B-19, and B-21) were located in the degreaser area within the manufacturing building. Borings B-13 and B-14 were located within the area exhibiting the highest VOC concentrations (tens of thousands of parts per billion). The five remaining borings, sited to evaluate the lateral extent of VOC contamination in the subsurface soils, were placed in areas containing thousands of parts per billion of VOCs in the soil gas.

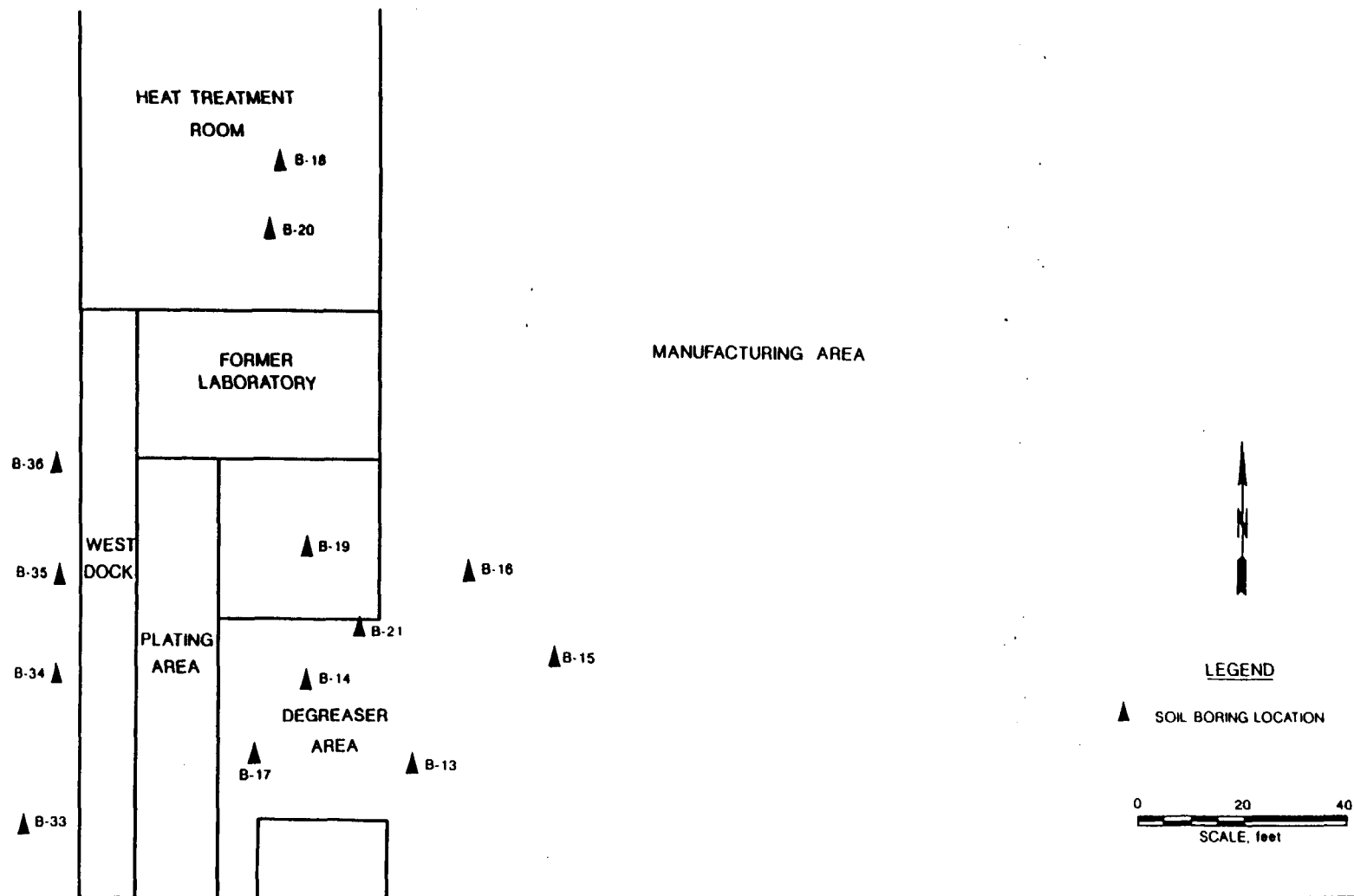
3.2 Locations of Soil Borings to Evaluate Potential Cyanide, Cadmium, and Chromium Contamination

The areas in which cyanide, chromium, and cadmium contamination were identified during the Phase 2A investigation were also further evaluated during the soil sampling and analysis program. Six soil borings (Borings B-18, B-20, and B-33 through B-36) were drilled in the heat treatment room and along the west dock area. Borings B-18 and B-20 were located to evaluate both potential cyanide and VOC contamination in the heat treatment room. Borings B-33 through B-36 were sited to assess potential cyanide contamination along the west dock area. In addition, Borings B-33 and B-34 were used to evaluate potential cadmium and chromium contamination adjacent to the clarifier and west dock storage area, respectively. The locations of the soil borings are shown on Figures 14 through 16.

3.3 Locations of Soil Borings to Evaluate Potential Contamination Adjacent to Bermed Area on East Side of Building

Because of continuing concerns of the RWQCB about potential contamination adjacent to the bermed area on the east side of the building, two shallow soil borings (Borings B-31 and B-32) were drilled in this area. Near-surface soil samples were collected from each boring to assess VOC and petroleum-related compound contamination near the bermed area. If VOCs or





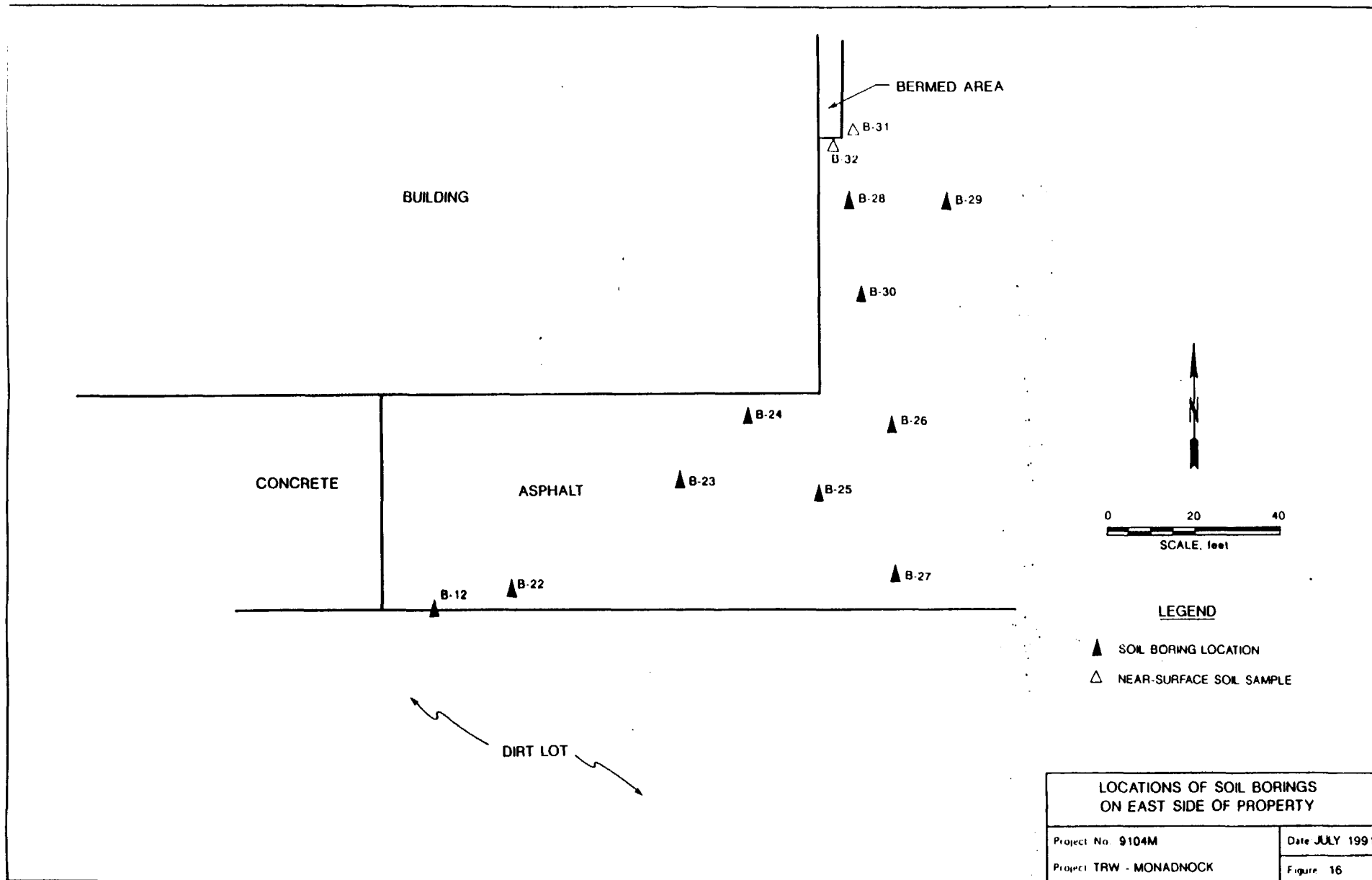
LEGEND

▲ SOIL BORING LOCATION

0 20 40
SCALE, feet

**LOCATIONS OF SOIL BORINGS
INSIDE BUILDING AND
ALONG WEST DOCK**

Project No.: 9104A	Date: JULY 1991
Project: TRW - MONADOCK	Figure: 15



petroleum-related compounds are detected in the soil samples, a more extensive soil sampling and analysis program would be conducted in and around the bermed area during a future phase of investigation.

3.4 Drilling and Soil Sampling

Borings B-31 and B-32, located next to the bermed area on the east side of the building, were drilled to an approximate depth of 0.5 feet. One soil sample was collected from the bottom of each boring.

The remainder of the borings were drilled to approximately 25 feet below grade. Borings were not extended beyond this depth to avoid contact with the underlying ground water, present at about 30 feet below the ground surface. To evaluate the vertical extent of contaminants in the subsurface soils, soil samples were collected at 5-foot intervals within each boring.

Drilling and soil sampling protocols are summarized in Appendix B. Copies of the boring logs are presented in Appendix C.

The drill cuttings and decontamination wastewater were placed in 55-gallon drums and stored onsite. The drums containing the drill cuttings were labeled as to boring location and depth. The drums containing the decontamination wastewater were labeled as such. The soil cuttings and wastewater will be disposed of either onsite or at an appropriate waste disposal facility.

3.5 Chemical Analyses of Soil Samples

Soil samples were delivered under chain-of-custody documentation to CKY Analytical Laboratories, a California-certified hazardous waste analytical laboratory. The samples were analyzed as follows:

ORGANIC COMPOUND ANALYSES

- o Soil samples collected along the sewer, near Monitoring Well MW-3, inside the building, and along the pavement/dirt interface south of the building (Borings B-1 through B-22) were analyzed for purgeable halogenated volatile organics using EPA Method 8010.
- o Soil samples collected from the area near the southeast corner of the building (Borings B-23 through B-30) were analyzed for VOCs using EPA Method 8260.
- o Soil samples collected immediately adjacent to the bermed area along the east wall of the building (Borings B-31 and B-32) were analyzed for VOCs using EPA Method 8260 and total petroleum hydrocarbons using EPA Method 418.1.

INORGANIC COMPOUND ANALYSES

- o Soil samples collected along the west dock area and the heat treatment room (Borings B-18, B-20, and B-33 through B-36) were analyzed for cyanide using EPA Method 335.2.
- o Soil samples collected adjacent to the clarifier (Boring B-33) were analyzed for cadmium using EPA Methods 3050/6010.
- o Soil samples collected from Boring B-34 were analyzed for chromium using EPA Methods 3050/6010.

Results of the chemical analyses of the soil samples are presented in Table 1 and are shown on Figures 17 through 21. Copies of the chain-of-custody forms and the analytical laboratory reports are included in Appendix D.

3.6 Quality Assurance/Quality Control Samples

The following quality assurance/quality control (QA/QC) samples were incorporated into the soil sample analysis program:

- o surrogate recovery samples
- o matrix spike and spike duplicate samples

Results of the analysis of the QA/QC samples were within specifications established by CKY Analytical Laboratories. These specifications were developed in conformance with U.S. Environmental Protection Agency and California Environmental Protection Agency guidelines.

4.0 DISCUSSION OF RESULTS AND CONCLUSIONS

Based on the historical uses of the site, the locations of potential pathways (underground structures, piping, drains) for contaminants to impact subsurface soils, and the analytical data generated during the Phase 2A and Phase 2B investigations, IDEA concludes that chemical contaminants have impacted subsurface soils at the Monadnock Company site. The degree of impact varies as to chemical constituent and location at the site.

TABLE 1

RESULTS OF CHEMICAL ANALYSES OF SOIL SAMPLES

SAMPLE IDENTIFICATION	SAMPLE DEPTH (feet)	CT ($\mu\text{g/kg}$)	DCE ($\mu\text{g/kg}$)	PCE ($\mu\text{g/kg}$)	TCA ($\mu\text{g/kg}$)	TCE ($\mu\text{g/kg}$)	CYN (mg/kg)	CAD (mg/kg)	CHR (mg/kg)	TPH (mg/kg)
BORING B-1	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	9	ND(5)	ND(5)				
	15	ND(5)	ND(5)	7	ND(5)	ND(5)				
	20	ND(5)	ND(5)	12	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-2	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	6	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-3	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-4	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-5	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	7	ND(5)	8				
BORING B-6	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				

TABLE 1 CONTINUED

SAMPLE IDENTIFICATION	SAMPLE DEPTH (feet)	CT ($\mu\text{g/kg}$)	DCE ($\mu\text{g/kg}$)	PCE ($\mu\text{g/kg}$)	TCA ($\mu\text{g/kg}$)	TCE ($\mu\text{g/kg}$)	CYN (mg/kg)	CAD (mg/kg)	CHR (mg/kg)	TPH (mg/kg)
BORING B-7	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-8	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-9	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-10	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-11	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-12	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	11	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-13	5	ND(5)	ND(5)	220	ND(5)	88				
	10	ND(5)	ND(5)	27	ND(5)	ND(5)				
	15	ND(5)	ND(5)	6	ND(5)	ND(5)				
	20	12	ND(5)	43	ND(5)	19				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				

TABLE 1 CONTINUED

SAMPLE IDENTIFICATION	SAMPLE DEPTH (feet)	CT ($\mu\text{g/kg}$)	DCE ($\mu\text{g/kg}$)	PCE ($\mu\text{g/kg}$)	TCA ($\mu\text{g/kg}$)	TCE ($\mu\text{g/kg}$)	CYN (mg/kg)	CAD (mg/kg)	CHR (mg/kg)	TPH (mg/kg)
BORING B-14	5	ND(5)	120	780	ND(5)	170				
	10	ND(5)	16	78	ND(5)	21				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-15	5	ND(5)	ND(5)	14	ND(5)	ND(5)				
	10	ND(5)	ND(5)	15	ND(5)	7				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-16	5	ND(5)	ND(5)	130	ND(5)	ND(5)				
	10	ND(5)	ND(5)	61	ND(5)	45				
	15	ND(5)	ND(5)	10	ND(5)	5				
	20	ND(5)	ND(5)	9	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-17	5	ND(5)	ND(5)	1100	ND(5)	230				
	10	ND(5)	ND(5)	39	ND(5)	15				
	15	ND(5)	ND(5)	6	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-18	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
BORING B-19	5	ND(5)	110	ND(5)	ND(5)	11				
	10	ND(5)	ND(5)	7	ND(5)	ND(5)				
	15	ND(5)	ND(5)	12	ND(5)	7				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-20	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)	ND(2)			

TABLE 1 CONTINUED

SAMPLE IDENTIFICATION	SAMPLE DEPTH (feet)	CT ($\mu\text{g/kg}$)	DCE ($\mu\text{g/kg}$)	PCE ($\mu\text{g/kg}$)	TCA ($\mu\text{g/kg}$)	TCE ($\mu\text{g/kg}$)	CYN (mg/kg)	CAD (mg/kg)	CHR (mg/kg)	TPH (mg/kg)
BORING B-21	5	ND(5)	92	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	29	ND(5)	14				
	15	ND(5)	ND(5)	10	ND(5)	ND(5)				
	20	ND(5)	ND(5)	15	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-22	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-23	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	14	ND(5)	11				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-24	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-25	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	16	ND(5)	10				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-26	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-27	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				

TABLE 1 CONTINUED

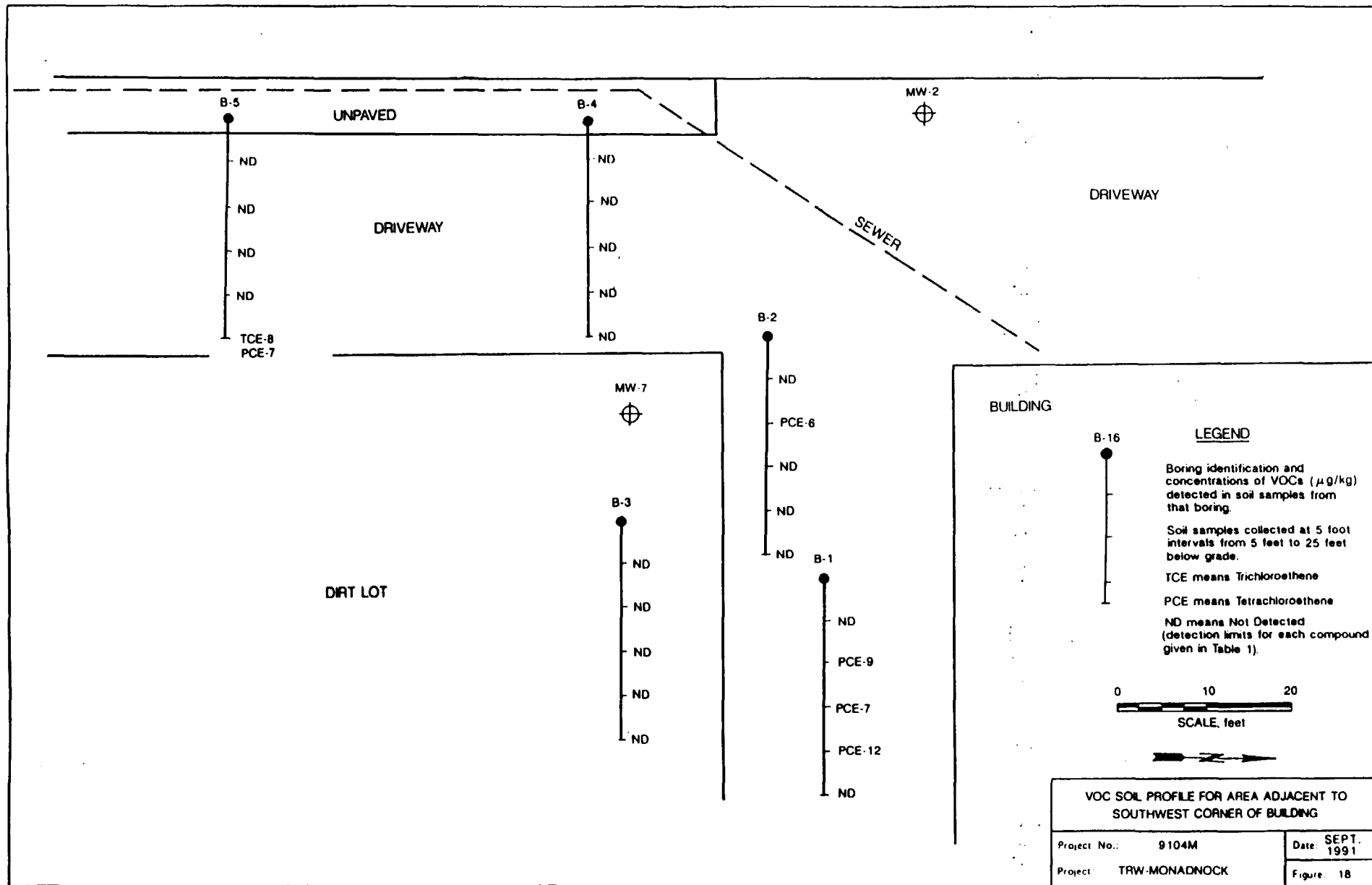
SAMPLE IDENTIFICATION	SAMPLE DEPTH (feet)	CT ($\mu\text{g/kg}$)	DCE ($\mu\text{g/kg}$)	PCE ($\mu\text{g/kg}$)	TCA ($\mu\text{g/kg}$)	TCE ($\mu\text{g/kg}$)	CYN (mg/kg)	CAD (mg/kg)	CHR (mg/kg)	TPH (mg/kg)
BORING B-28	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-29	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-30	5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	10	ND(5)	ND(5)	6.1	ND(5)	ND(5)				
	15	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	20	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
	25	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				
BORING B-31	0.5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				33
BORING B-32	0.5	ND(5)	ND(5)	ND(5)	ND(5)	ND(5)				76
BORING B-33	5						ND(2)	5.0		
	10						ND(2)	5.0		
	15						ND(2)	5.0		
	20						ND(2)	2.0		
	25						ND(2)	2.0		
BORING B-34	5						ND(2)		30	
	10						ND(2)		26	
	15						ND(2)		30	
	20						ND(2)		8.0	
	25						ND(2)		6.0	
BORING B-35	5						ND(2)			
	10						ND(2)			
	15						ND(2)			
	20						ND(2)			
	25						ND(2)			

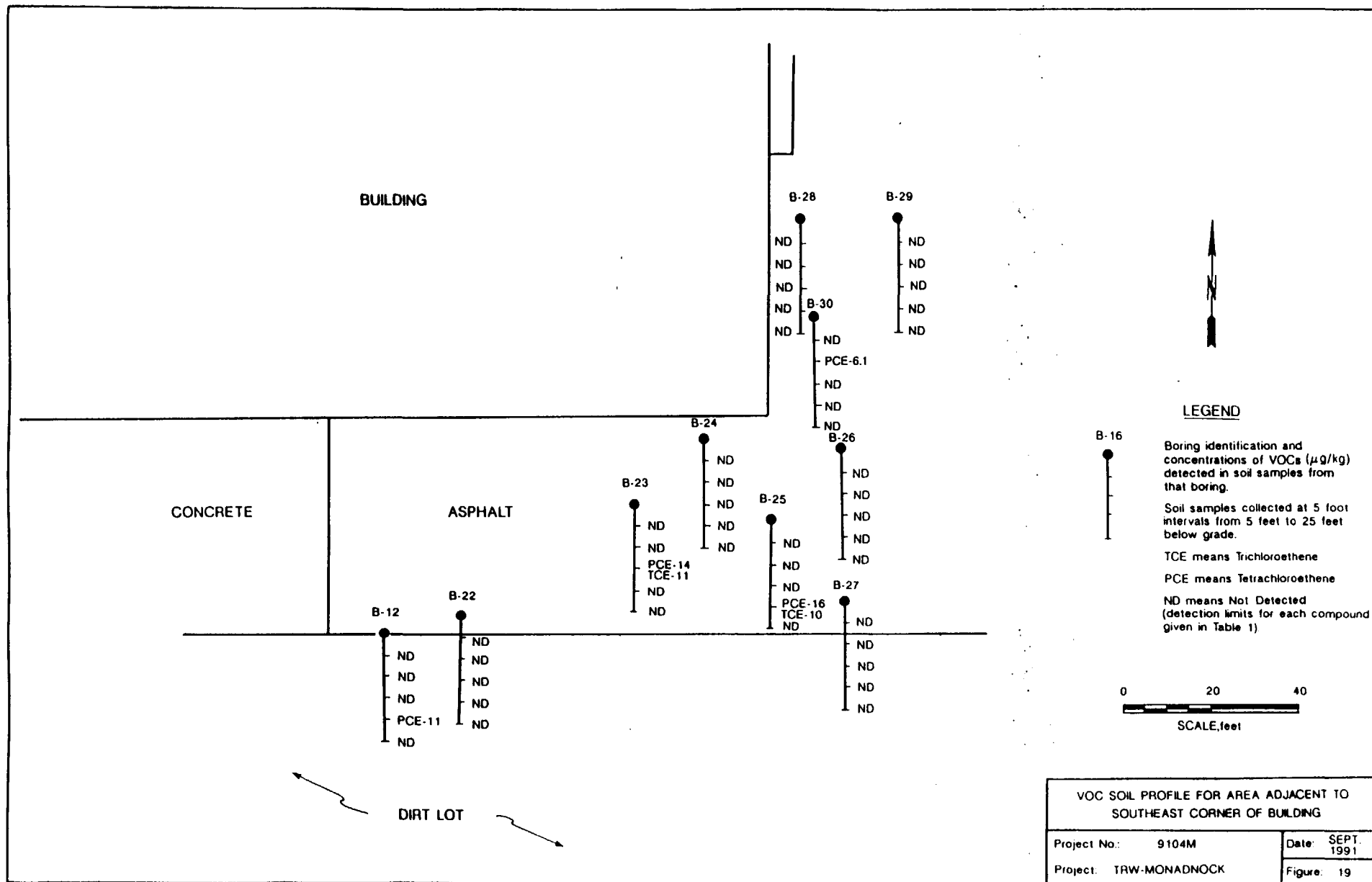
TABLE 1 CONTINUED

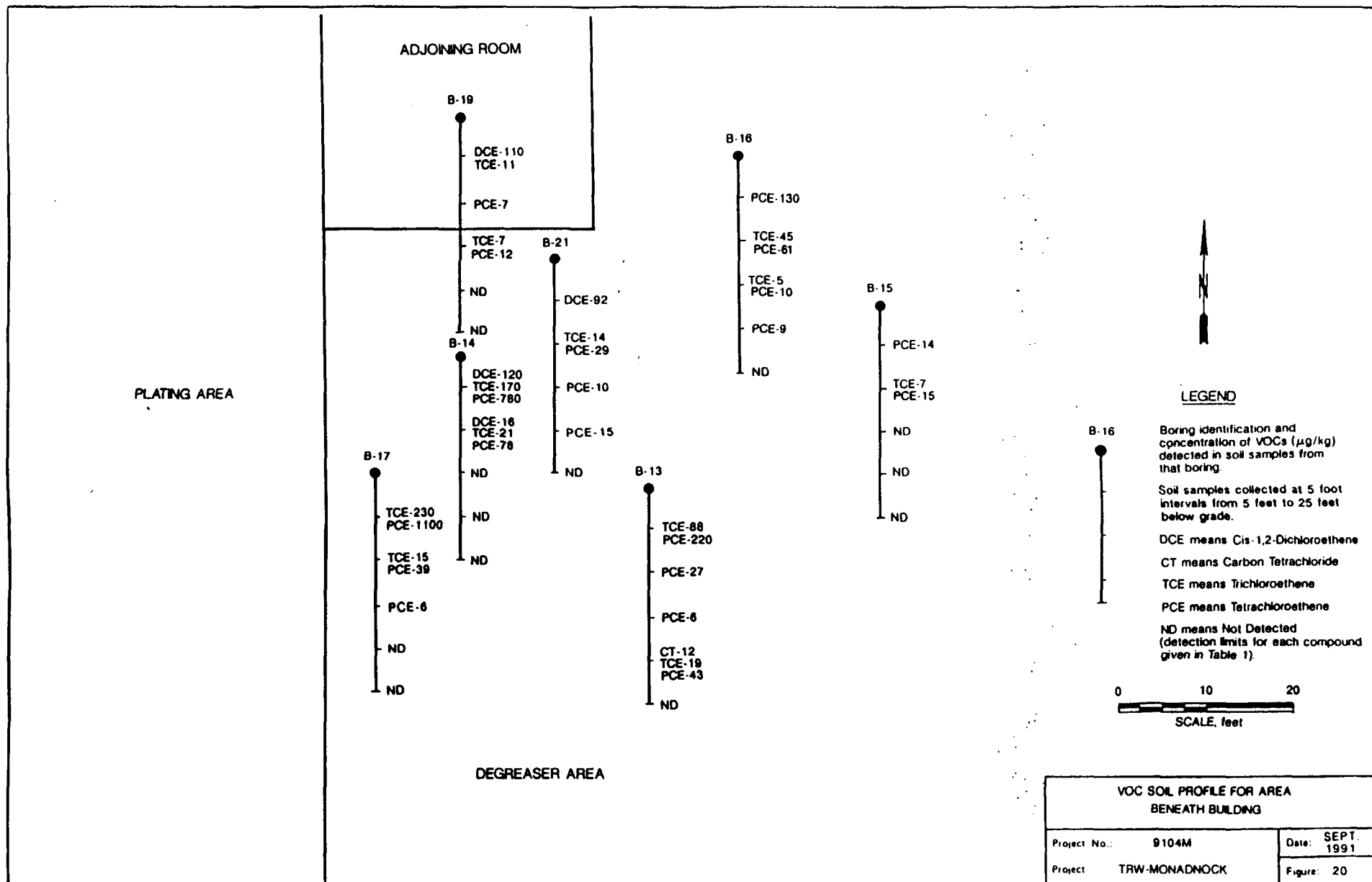
SAMPLE IDENTIFICATION	SAMPLE DEPTH (feet)	CT ($\mu\text{g/kg}$)	DCE ($\mu\text{g/kg}$)	PCE ($\mu\text{g/kg}$)	TCA ($\mu\text{g/kg}$)	TCE ($\mu\text{g/kg}$)	CYN (mg/kg)	CAD (mg/kg)	CHR (mg/kg)	TPH (mg/kg)
BORING B-36	5						ND(2)			
	10						ND(2)			
	15						ND(2)			
	20						ND(2)			
	25						ND(2)			

NOTES:

- (1) CT means carbon tetrachloride.
DCE means cis-1,2-dichloroethene.
PCE means tetrachloroethene.
TCA means 1,1,1-trichloroethane.
TCE means trichloroethene.
CYN means cyanide.
CAD means cadmium.
CHR means chromium.
TPH means total petroleum hydrocarbons.
- (2) ND() means not detected at the concentration shown in parentheses.
- (3) Blank entries indicate that specific analysis was not conducted.
- (4) Only those compounds or elements specifically detected are listed in Table 1. Compounds whose concentrations were below the detection limits in the respective analytical laboratory reports included in Appendix D.







4.1 VOC Contamination

Subsurface soils have been impacted by VOCs. Areas impacted by VOCs include the following:

- o **Sewer line and area adjacent to Monitoring Well MW-3** - Traces of PCE and TCE ($7\text{ }\mu\text{g/kg}$ and $8\text{ }\mu\text{g/kg}$, respectively) were detected in Boring B-5, located adjacent to the sewer line (see Figure 17). The compounds were present in a soil sample collected at approximately 25 feet below grade.

The extent of PCE and TCE in the subsurface soils around Boring B-5 does not appear to be extensive. These compounds were not detected in soil samples collected from other depths within Boring B-5, nor were they detected in soil samples from Borings B-4 and B-6 (located approximately 40 and 80 feet, respectively from Boring B-5).

PCE and TCE were detected in subsurface soils within about five feet of underlying ground water. Thus, a significant possibility exists that these compounds may have impacted ground water in the area of Boring B-5.

VOCs were not detected in soil samples collected from other areas along the sewer line or adjacent to Monitoring Well MW-3. Thus, it does not appear that these areas have been impacted by VOCs.

- o **Southwest corner of building and alleged former swamp area** - VOCs were not detected in soil samples collected from borings drilled near the southwest corner of the building or the alleged former swamp area (see Figure 18). Thus, it does not appear that these areas have been impacted by VOCs.
- o **Southeast corner of building and bermed area along east wall of building** - PCE and TCE were detected in soil samples collected from Borings B-23, B-25, and B-30, drilled near the southeast corner of the building (see Figure 19). The concentrations of these compounds ranged from $6.1\text{ }\mu\text{g/kg}$ to $16\text{ }\mu\text{g/kg}$.

The compounds are present in an area approximately 25 feet south of the southeast corner of the building. Their lateral extent appears to be somewhat confined, in that PCE and TCE were not detected in soil samples collected from borings 20 feet north (Boring B-24) or 15 feet east (Borings B-26 and B-27) of the impacted area.

The highest concentrations of these compounds were detected in soil samples collected from about 15 to 20 feet below grade. Thus, the possibility exists that these compounds may have impacted ground water in the area adjacent to the southeast corner of the building.

- o **Degreaser area inside building** - Cis-1,2-dichloroethene (DCE), PCE, and TCE were detected in soil samples collected from several borings drilled in the degreaser area (see Figure 20). DCE and TCE were detected at concentrations of up to hundreds of parts per billion; PCE was detected at concentrations of up to 1,100 parts per billion. The compounds were detected in soil samples collected from about 5 feet below the floor of the building (same level as ground surface) to 20 feet below the floor of the building (15 feet below the ground surface), with concentrations generally decreasing with depth. VOCs were not detected in soil samples collected from 25 feet below the building floor in any of the seven borings drilled in the degreaser area. Thus, it appears that VOC contaminants found in the subsurface soils beneath the degreaser area may be confined to depths of 15 feet or less. Consequently, these contaminants do not appear to have impacted ground water beneath the degreaser area.

Laterally, the compounds are present in subsurface soils throughout the degreaser area. Additionally, they extend into the manufacturing area to the east and the adjoining room to the north.

- o **Pavement line south of building** - PCE at a concentration of 11 $\mu\text{g/kg}$ was detected in a soil sample from Boring B-12, located along the asphalt/dirt interface south of the building. The soil sample had been collected at an approximate depth of 20 feet below grade. VOCs were not detected in soil samples collected from Boring B-22, located about 15 feet east of Boring B-12.
- o **Bermed area along east wall of building** - VOCs were not detected in soil samples collected from Borings B-31 and B-32, located at the southeast edge of the bermed area.

Based on the results of the Phase 2B investigation, soil gas migration does appear to be occurring at the site. Analysis of soil gas data collected during the Phase 2B investigation indicates that decreasing concentrations of PCE, TCE, and TCA exist in soil gas, moving from the degreaser area toward the heat treatment room. In addition, though soil gas adjacent to the sump in the heat treatment room contained PCE, TCE, and TCA, these compounds were not detected in soil samples collected from the area (Borings B-18 and B-20).

Similarly, analysis of soil gas data collected during the Phase 2B investigation indicates that decreasing concentrations of PCE, TCE, and TCA exist, moving from the alleged former swamp area and the sewer line toward the clarifier. Additionally, soil samples collected from Boring B-2, located between the alleged former swamp area and the clarifier, did not contain detectable concentrations of PCE, TCE, and TCA.

4.2 Cyanide, Cadmium, and Chromium Contamination

Cyanide, cadmium, and chromium had been detected in near-surface soil samples collected during the Phase 2A investigation. These samples had been collected adjacent to the clarifier, along the west dock area, and in the heat treatment room.

It appears that the vertical extent of these compounds in subsurface soils is limited to the near-surface. Soil samples collected from borings drilled during the Phase 2B investigation (Borings B-18, B-20, and B-33 through B-36) did not contain detectable concentrations of cyanide. Soil samples collected from Boring B-33 contained cadmium at concentrations ranging from 2.0 to 5.0 milligrams of contaminant per kilogram of soil (mg/kg). Soil samples collected from Boring B-34 contained chromium at concentrations ranging from 6.0 to 30 mg/kg. These concentrations of cadmium and chromium are considered typical background levels for soils.

4.3 Petroleum-Related Compound Contamination Adjacent to Bermed Area Along East Wall of Building

Petroleum-related compounds were not detected in soil samples collected from Borings B-31 and B-32, located at the southeast edge of the bermed area.

5.0 RECOMMENDATIONS

Soil remediation to reduce concentrations of VOCs in subsurface soils may be required at the Monadnock Company site. To establish whether soil remediation may be required or not, it is necessary to assess whether underlying ground water has been impacted by VOCs migrating through the soil.

Potential impacts to ground water from VOCs are indicated by the analytical data generated during the Phase 2B investigation. Specifically, ground water may have been impacted in the following areas of the Monadnock Company site:

- o northern portion of sewer line
- o southeast corner of building

To evaluate if ground water has been impacted in these areas, IDEA recommends that a ground water investigation program, consisting of (1) the installation of ground water observation wells and (2) ground water sampling and analysis using the existing and proposed wells. Prior to initiation of the ground water investigation program, a work plan will be submitted to the RWQCB outlining the locations and rationale for any proposed wells, well installation procedures, and ground water sampling and analysis protocols.

If ground water has been impacted by VOCs within a certain area, soil cleanup levels will need to be negotiated with the RWQCB. If, based on the results of the ground water investigation program, ground water impacts are not indicated for an area, no soil remediation should be required.

TABLE OF CONTENTS (CONTINUED)

4.0	DISCUSSION OF RESULTS AND CONCLUSIONS	11
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4.2	Cyanide, Cadmium, and Chromium Contamination	14
4.3	Petroleum-related Compound Contamination Adjacent to Bermed Area Along East Wall of Building	14
5.0	RECOMMENDATIONS	14

APPENDICES

- A Soil Gas Survey Protocols
- B Drilling and Soil Sampling Protocols
- C Boring Logs
- D Chain-of-Custody Forms and Analytical Laboratory Reports

Attachment F

Post-It™ brand fax transmittal memo 7871

of pages • 13

To	Carolyn	From	Theresa Rodgers
Co	Gary Carroll	Co.	LA RWQCB
Dept.		Phone #	(213) 266-7544
Fax #	(213) 446-3348	Fax #	

EVALUATION OF POTENTIAL UNSITE
SOURCES OF CONTAMINATION IN
VADOSE ZONE AT
MONADNOCK COMPANY FACILITY
CITY OF INDUSTRY, CALIFORNIA

1.0 INTRODUCTION

The California Regional Water Quality Control Board-Los Angeles Region (RWQCB) has determined that discharges of solvents and other chemicals have occurred from the Monadnock Company facility, located at 18301 East Arenth Avenue in City of Industry, California (see Figure 1 for site location). Specifically, the RWQCB, in Cleanup and Abatement Order 88-2 (dated 11 May 1988), stated that the following actions have or could have caused soil and/or groundwater contamination at the site:

- o Cleaning of equipment with solvents in an unpaved area of the site
- o Occasional dumping of used chemicals on the ground
- o Potential spills or leakage from chemical storage
- o Potential leakage from sumps, drains, piping, and an industrial waste clarifier

TRW Inc. (TRW), as a condition of the amended Cleanup and Abatement Order 88-057 issued by the RWQCB (dated 29 September 1989), is required to "determine any other contamination sources in the vadose zone on site (at the Monadnock Company facility) and evaluate threat to groundwater from residual contamination." To accomplish this goal, TRW has chosen to use a phased approach, whereby (1) potential sources of contamination in the vadose zone

-2-

will be identified (Phase 2A) and (2) having identified the potential sources of contamination, the lateral and vertical extent of contamination will be evaluated (Phase 2B). This report presents the findings of the Phase 2A investigation, recommendations for Phase 2B studies, and a work plan to conduct Phase 2B.

2.0 SCOPE OF WORK

Historically, organic solvents and metals have been used at the Monadnock Company facility. Additionally, as part of the metal finishing process, cyanide salts were used. Files reviewed by Woodward-Clyde Consultants (Woodward-Clyde) indicate that chemicals used at the facility included the following:

- o sodium and zinc cyanide
- o cadmium oxide
- o chromium compounds
- o zinc
- o copper
- o 1,1,1-trichloroethane
- o trichloroethene
- o tetrachloroethene
- o Stoddard solvent
- o gasoline
- o lubricating oils
- o acidic and caustic solutions.

The Phase 2A investigation focused on potential vadose zone contamination from volatile organic compounds (VOCs), the

-3-

specific metals historically used at the facility, acids and bases, and cyanide. To evaluate potential zones of soil contamination, soil gas sampling and near-surface soil sampling and analysis techniques were used. Areas of suspected VOC contamination were surveyed using soil gas sampling and confirmatory soil sampling and analysis; areas of suspected toxic metal or cyanide contamination were evaluated using near-surface soil sampling and analysis.

Prior to implementation of the Phase 2A investigation, a work plan describing the rationale and protocols for the field program was developed. This document, entitled "Work Plan to Evaluate Potential Onsite Sources of Contamination in Vadose Zone at Monadnock Company Facility, City of Industry, California" and dated March 1990, was submitted to the RWQCB for its approval on 22 March 1990. Approval of the work plan in principle by the RWQCB occurred in two letters to TRW Inc., dated 21 June 1990 and 24 July 1990.

2.1 Soil Gas Survey

VOCs in soils can often be identified by analyzing trace gases in soil below the ground surface. This technique is possible because many VOCs, including 1,1,1-trichloroethane (TCA), trichloroethene (TCE), and tetrachloroethene (PCE), will volatilize from contaminated soils and move by molecular diffusion away from source areas towards regions of lower concentrations in the surrounding soil. At sites where VOCs have migrated as a liquid phase away from source areas, the concentration of VOCs found in the gaseous component of the vadose zone may be related, in a general way, to the concentration of VOCs found along the migratory pathways.

-4-

Soil gas sampling is used as an aid in broadly delineating the zone of subsurface materials containing elevated concentrations of volatile constituents. Used in this way, soil gas sampling is an effective, relatively non-disruptive technique to quickly identify the general extent of subsurface materials containing elevated levels of VOCs. This information can then be used to more effectively locate soil borings.

Based on the concerns of the RWQCB and the previous chemical storage/usage patterns at the Monadnock Company facility, soil gas surveying was used in the following areas (see Figure 2):

- o Sewer line from clarifier to street
- o Clarifier
- o Former vapor degreasers and associated floor drains
- o Area upgradient (to the east) of monitoring Well MW-3
- o Concrete/asphalt interface south of building
- o Area adjacent to southwest corner of building
- o East parking lot area
- o Area adjacent to southeast corner of building
- o Alleged former swamp area
- o Former drum storage area at southeast corner of building
- o Former drum storage in bermed area along midsection at east end of building
- o West side of building between dock storage area and southwest corner
- o West dock storage area along paving/dock interface
- o Former underground storage tank location at east perimeter of property.

-5-

The following subsections outline the locations at which soil gas probes were placed in each of the above-listed areas. Protocols under which the soil gas survey was conducted are included in Appendix A.

2.1.1 Sewer Line from Clarifier to Street

The sewer line that runs from the clarifier located at the southwest corner of the building to the main trunk line adjacent to Arenth Avenue was investigated for possible leakage of VOCs to subsurface soils. To accomplish this task, ten soil gas probes were placed at approximate 50-foot intervals along the sewer line. The probes were, to the extent possible, placed in the fill surrounding the sewer line to a depth of approximately 2 to 3 feet below the ground surface.

2.1.2 Clarifier

Sources of VOCs within the manufacturing plant historically have drained, either through sumps, trenches, or floor drains, to the clarifier. Thus, two soil gas probes, one at each end of the clarifier, were installed; each probe extended to approximately 2 to 3 feet below the bottom of the clarifier. In addition, a sludge sample was collected and analyzed for VOCs using EPA Method 8260.

2.1.3 Former Vapor Degreasers and Associated Floor Drains

Prior to 1970, seven vapor degreasers were operated at the facility (information from Mr. James Daunt, formerly of Monadnock Company). The degreasers were located in the same general area at which the present soap-film degreaser operates (see Figure 2). Accordingly, three soil gas probes were installed in the general area of the present degreaser. The probes were placed in a triangular pattern, each one located approximately 2 to 3 feet from the present degreaser.

-6-

Additionally, one probe was placed along each of the floor drains that runs from the degreaser area to the clarifier. These probes, as well as the probes surrounding the degreaser, extended to a depth of approximately 2 to 3 feet below the drain or the concrete floor, respectively.

2.1.4 Area Upgradient of Monitoring Well MW-3

The remains of a former residence are upgradient of Monitoring Well MW-3. No evidence exists that the residence is a source of contamination. However, to confirm this, two soil gas probes were placed at or near the remains of the former residence. The probes extended to a depth of about 3 to 4 feet below the ground surface.

2.1.5 Concrete/Asphalt Interface South of Building

Previous sampling by the RWQCB has indicated that VOC contamination may be present along the concrete/asphalt interface extending south from the southern loading dock. Accordingly, two soil gas probes were placed in this area, each extending to approximately 3 to 4 feet below ground surface.

2.1.6 Area Adjacent to Southwest Corner of Building

Previous sampling by the RWQCB indicated that VOC contamination may exist just south of the building at the southwest corner. Thus, one probe was installed in this area. The probe extended to about 2 to 3 feet below grade.

2.1.7 East Parking Lot Area

The parking lot area east of the building is alleged by former Monadnock Company employees to have been used for equipment cleaning with organic solvents. Thus, three soil gas probes were randomly placed in the east area. Each probe extended to a depth of approximately 3 to 4 feet below the ground surface.

-7-

2.1.8 Area Adjacent to Southeast Corner of Building

Chemicals are reported by former Monadnock Company employees to have been used near the southeast corner of the building. Accordingly, six probes were installed in this area. Each probe extended to a depth of approximately 3 to 4 feet below the ground surface.

2.1.9 Alleged Former Swamp Area (South of Southwest Corner of Building)

In the past, stormwater runoff from the eastern and southern portions of the facility is alleged to have pooled in an area at the southwest corner of the building. Soil sampling and analysis conducted during previous investigations in this area indicated that VOC contamination may exist. Thus, five soil gas probes were placed in this area in an attempt to define preliminarily the lateral extent of VOC contamination. Each probe extended to a depth of approximately 3 to 4 feet below grade.

2.1.10 Former Chemical Storage Areas

Organic chemicals are reported to have been stored or used historically in the following areas:

- o Bermed area along outside east wall of building
- o West side of building between dock storage area and southwest corner
- o West dock storage area along paving/dock interface
- o Pavement line south and east of building
- o Heat treating area and adjacent former laboratory.

To evaluate potential VOC contamination in these areas, soil gas probes were installed as follows:

-8-

- o Bermed area along outside east wall - one soil gas probe in middle of bermed area and one soil gas probe at each end of bermed area
- o West side of building between dock storage area and southwest corner - three soil gas probes in northern half of west loading dock area
- o West dock storage area along paving/dock interface - two soil gas probes adjacent to dock at rainwater discharge pipe
- o Pavement line south and east of building - five soil gas probes placed at approximate 50-foot centers along pavement/soil interface
- o Heat treating area - one soil gas probe along wall between heat treating room and adjacent former laboratory.

Each of these probes extended to a depth of 3 to 4 feet below the ground surface.

2.1.11 Former Underground Storage Tank Location

A 1,000-gallon underground gasoline storage tank was removed from the site in January 1988. One soil gas probe, driven to an approximate depth of 3 to 4 feet below grade, was placed at the former location of this tank.

2.1.12 Confirmatory Soil Sampling and Analysis

If, in a specific area, VOC soil contamination was indicated from the soil gas survey, one near-surface soil sample was collected by hand augering to an approximate depth of 4 feet below ground surface or until refusal and analyzed to verify if VOC contamination existed in that area. For each area that VOC-contaminated soil was not indicated by the results of the soil gas survey, one near-surface soil sample was collected and analyzed to verify this result. The locations of the confirmatory soil samples, shown on Figure 3, were

-9-

selected based on (1) the results of the soil gas survey and (2) previous site operations. A soil sample was collected from each area using the following criteria:

- o VOCs were detected in the soil gas of that area
- o Potential sources of contamination (e.g., piping, sumps, process equipment, chemical storage) did exist or now exist at or adjacent to the sample location.

If VOCs were not detected in the soil gas of a specified area, the confirmatory soil sample was collected at or near the potential source of contamination.

Each confirmatory soil sample was collected and handled in accordance with the protocols described in Appendix B. The samples were delivered to CKY Environmental Services, a California certified hazardous waste analytical laboratory.

2.2 Evaluation of Potential Metal and Cyanide Contamination in Vadose Zone Soils

To evaluate if contamination from toxic metals or cyanide potentially exists in vadose zone soils at the site, near-surface soil samples were collected and analyzed. Based on the RWQCB concerns and previous chemical storage/usage patterns at the Monadnock Company facility, the following areas were sampled (see Figure 3):

- o Heat treating sump
- o Plating/rinsing tank sumps
- o Clarifier
- o Existing wastewater treatment area adjacent to clarifier.

-10-

The results of the soil gas survey were used to evaluate if leakage had occurred from the clarifier, sewer line extending from the clarifier to Arenth Avenue, and the former chemical storage areas. If leakage from these areas was indicated from the soil gas survey, it was also assumed that toxic chemicals and/or cyanide may have infiltrated subsurface soils in these areas.

The following subsections outline the locations at which soil samples were collected for toxic metal and/or cyanide analysis.

2.2.1 Heat Treating Sump

One soil sample (Boring B-4) was collected adjacent to the low point of the sump located in the heat treating area. The sample was collected by coring through the concrete floor next to the sump to a depth of approximately 2-1/2 feet below the bottom of the sump (approximately 10 feet below the manufacturing plant floor).

2.2.2 Plating/Rinsing Tank Sumps

Two series of tanks, each containing acidic, basic, and metal solutions, have historically been used. Both of these series of tanks are/were located in the southwest corner of the building. Three soil samples (Borings B-2, B-3, and B-5) were collected adjacent to the sumps lining each series of tanks. The locations of the samples were chosen as follows (in order of priority):

- o Samples were collected in area of degraded section of sump, if such exists
- o Samples were collected in area where two sections of concrete join together, if such exists
- o Samples were collected randomly.

-11-

One soil sample (Boring B-1) was collected adjacent to the pipe that runs from the easternmost plating line to the wastewater treatment area. The soil samples were collected at approximately 2 feet below the bottom of the sumps or drain pipe, respectively.

2.2.3 Clarifier

Metals and cyanide compounds have historically been discharged to the clarifier at the site. To evaluate if these compounds are present in the underflow material (sludge) of the clarifier, a sample of the underflow material was obtained for chemical analysis.

2.2.4 Existing Wastewater Treatment Area Adjacent to Clarifier

Treatment of wastewater containing cyanide and metals has historically occurred in the wastewater treatment area, located at the southwest corner of the building. The treatment area is immediately adjacent to the clarifier. Two soil samples, one collected at the south end of the concrete berm (Boring B-6) and one from the north end of the concrete berm (Boring B-7), were obtained from a depth of approximately 2 feet below the bottom of the berm floor.

2.2.5 Soil Sampling and Analytical Protocols for Toxic Metal and Cyanide Evaluation

Soil samples were collected by hand augering a boring to the desired depth at each sample location. Where necessary, concrete or asphalt pavement was cored to allow access to the underlying soils. A more-detailed summary of the soil sampling protocols is presented in Appendix B.

Soil samples collected from the heat treating area, the tank series sumps, the sludge sample from the clarifier, and the wastewater treatment area were analyzed for zinc, cadmium,

-12-

chromium, copper, and cyanide. The soil sample from the heat treating area and the sludge sample were also analyzed for VOCs using EPA Method 8260.

The sample of the underflow material from the clarifier was obtained by immersing a glass jar through the aqueous phase to the underlying underflow material. This material was allowed to flow into the jar, and the jar was removed from the clarifier. The sample was delivered to the analytical laboratory, where it was allowed to separate into an aqueous phase and a dense phase. A sample of the dense phase was obtained and analyzed for VOCs (using EPA Method 8260) and zinc, cadmium, chromium, copper, and cyanide.

3.0 RESULTS AND CONCLUSIONS OF SOIL GAS SURVEY

The results of the soil gas survey are presented in Table 1 and on Figures 4, 5, and 6. As shown on these figures, TCA, TCE, and PCE are present in soil gas beneath the Monadnock Company property.

3.1 Sewer Line from Clarifier to Street

One or two source areas of TCA, TCE, and PCE may be present in subsurface soils adjacent to the sewer line. Elevated concentrations (up to thousands of parts per billion) of these compounds were detected in soil gas samples collected from this area. This area should be included in the Phase 2B investigation to define the extent of these compounds in subsurface soils.

3.2 Clarifier

Based on the results of the soil gas survey, subsurface soils adjacent to the clarifier do not appear to have been impacted by VOCs. Concentrations of TCA, TCE, and PCE up to tens of parts per billion were detected in soil gas adjacent

-13-

to the clarifier. However, Woodward-Clyde believes that these concentrations probably represent migration of soil gas from other source areas at the site.

3.3 Former Vapor Degreasers and Associated Floor Drains

Subsurface soil beneath the present degreaser area within the building contains significantly-elevated concentrations of TCA, TCE, and PCE in the soil gas (up to tens of thousands of parts per billion). Accordingly, Woodward-Clyde concludes that the degreaser area may be a source of TCA, TCE, and PCE in subsurface soils. This area should be included in the Phase 2B investigation to define the extent of these compounds in subsurface soils.

3.4 Area Upgradient of Monitoring Well MW-3

Somewhat elevated concentrations of TCA, TCE, and PCE (up to thousands of parts per billion) were detected in soil gas samples from the area upgradient of Monitoring Well MW-3. However, Woodward-Clyde believes that these concentrations may not indicate that subsurface soils beneath the area upgradient of Monitoring Well MW-3 have been impacted by TCA, TCE, and PCE infiltration. Rather, soil gas originating from the sewer line may be migrating toward the area upgradient of Monitoring Well MW-3.

3.5 Concrete/Asphalt Interface South of Building

Elevated concentrations of TCA, TCE, and PCE (up to thousands of parts per billion) are present in soil gas along the concrete/asphalt interface south of the building. These data suggest that the subsurface soil in this area may be a source area for TCA, TCE, and PCE. This area should be included in the Phase 2B investigation to define the extent of these compounds in subsurface soils.

Attachment G



1. Looking at northwest corner
of "Plant Parcel".



2. Looking west toward Presto Foods.



3. Looking east toward Lithonia West.



4. A view of the property showing mounds of backfill and citrus trees.



5. Southwest side of property showing
4-5 feet mound of backfill.



6. Looking south toward Arenth Street.
Note concrete lined creek in
background that was rerouted.



7. Looking at northwest corner of property.
Note concrete slab where organic chemicals
are reported to have been stored or used.

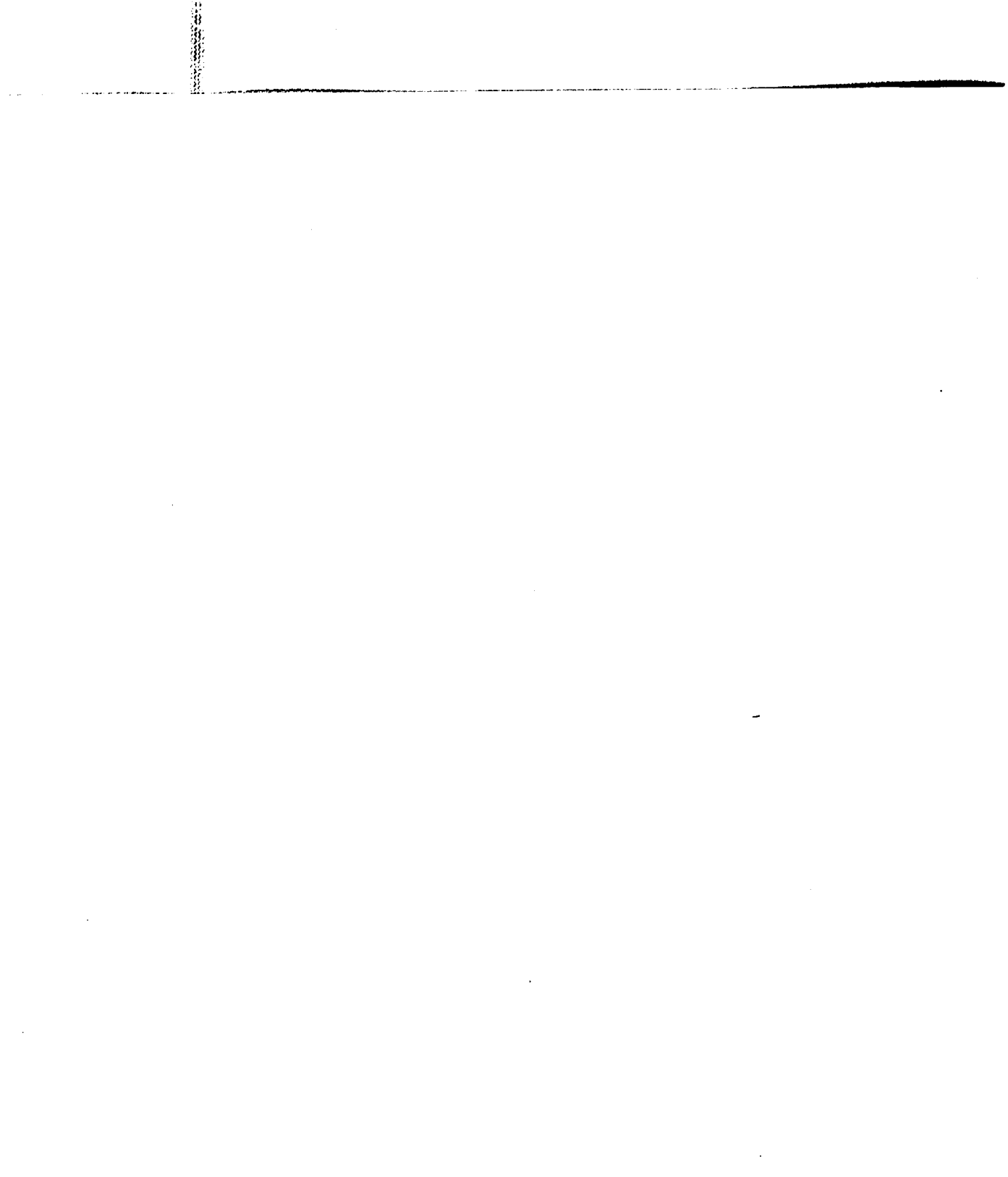


8. Looking from northeast corner of property
toward south and southwest.



9. View of property showing landfill.

Figure 1



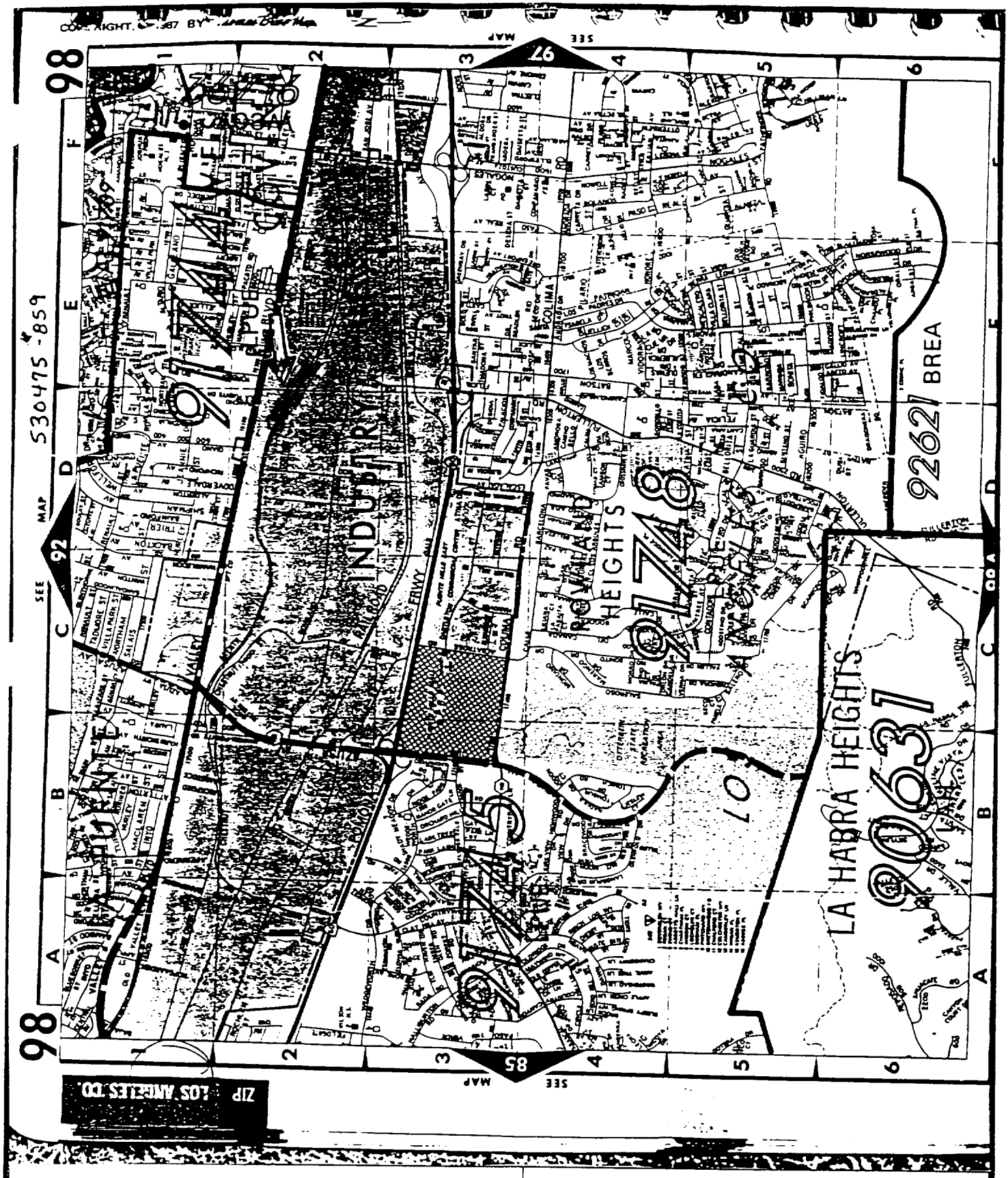
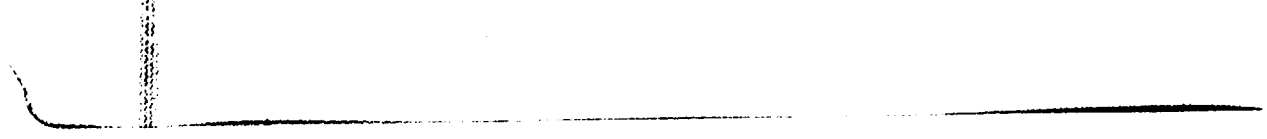
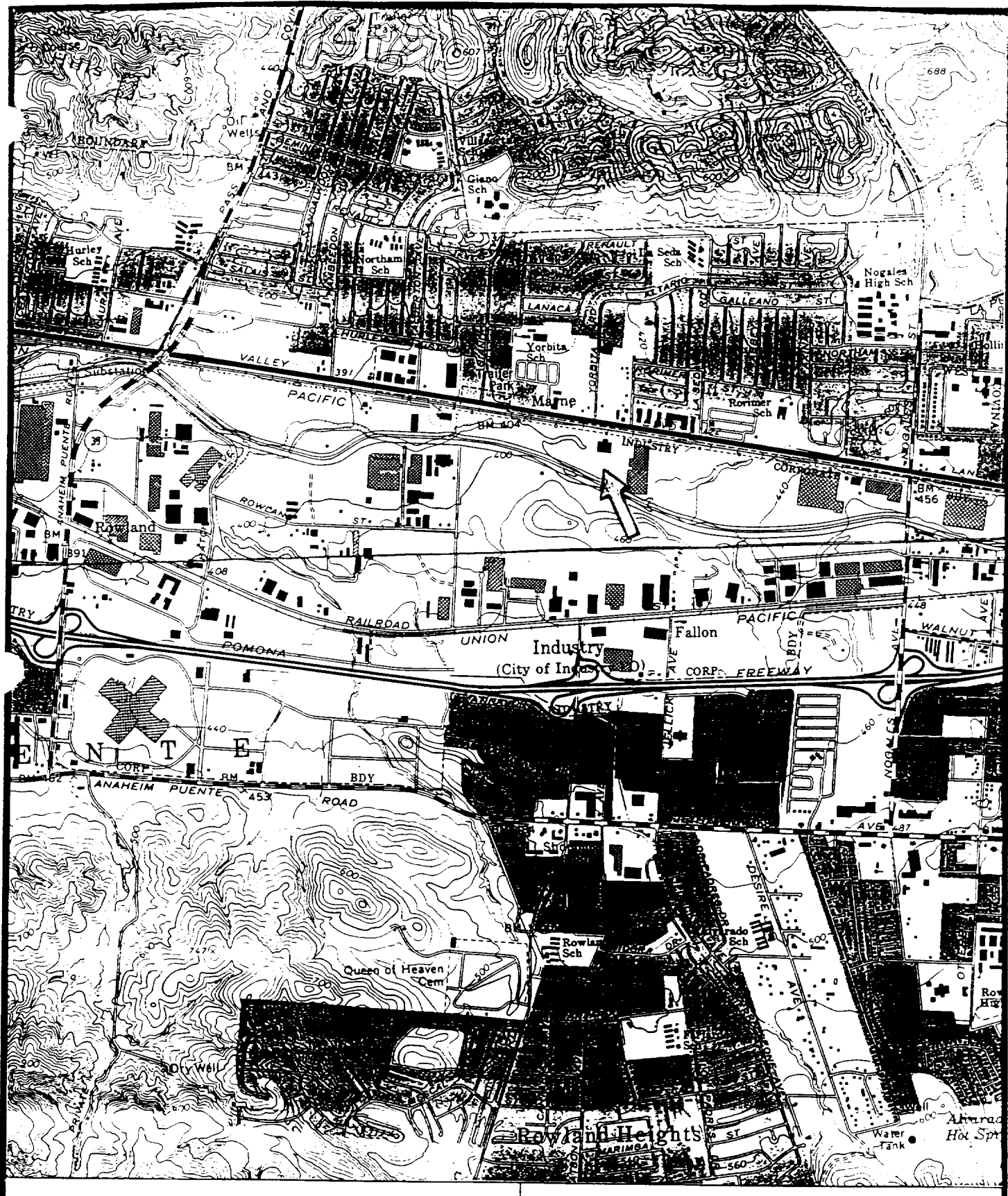
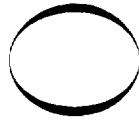


Figure 2







1851- 04828

Rollins Leasing Corp.

One Rollins Plaza
P.O. Box 1791, Wilmington, Delaware 19899
Phone: 302/479-2700

December 9, 1991

CORPORATE HEADQUARTERS

AIRBORNE

Mr. Gary Carroll
WCM Group, Inc.
9802 FM 1960 Bypass, Suite 200
Humble, TX 77338

RE: City of Industry - Fullerton Road - Site Assessment

Dear Gary:

Enclosed you will find property plat of the proposed property on Fullerton and Arenth Avenue in City of Industry. Our parcel is revised to read 3.521 acres. For your environmental assessment, please review the following enclosures:

1. Daum 10/21/91 letter.
2. Disclosure by owner pertaining to sale of lot.
3. California Regional Quality Board letter - 10/16/89.
4. Soil remediation report - 5/9/89.
5. Settlement agreement and mutual release - 1/5/90.
6. Boring logs - 1/30/89.

As we discussed earlier, if you need additional information, please contact the owner's representative, Skip McMahon, at 818/336-9909. Skip has been told that you will be contacting him with respect to questions and information needed on our site assessment.

Of course, time is of the essence and, after our review, we intend to close on the property by the end of January.

If you have any questions or comments, do not hesitate to contact me.

Very truly yours,

ROLLINS LEASING CORP.

Daniel C. Norman
Manager - Facilities

DCN/gh

Enclosures

98

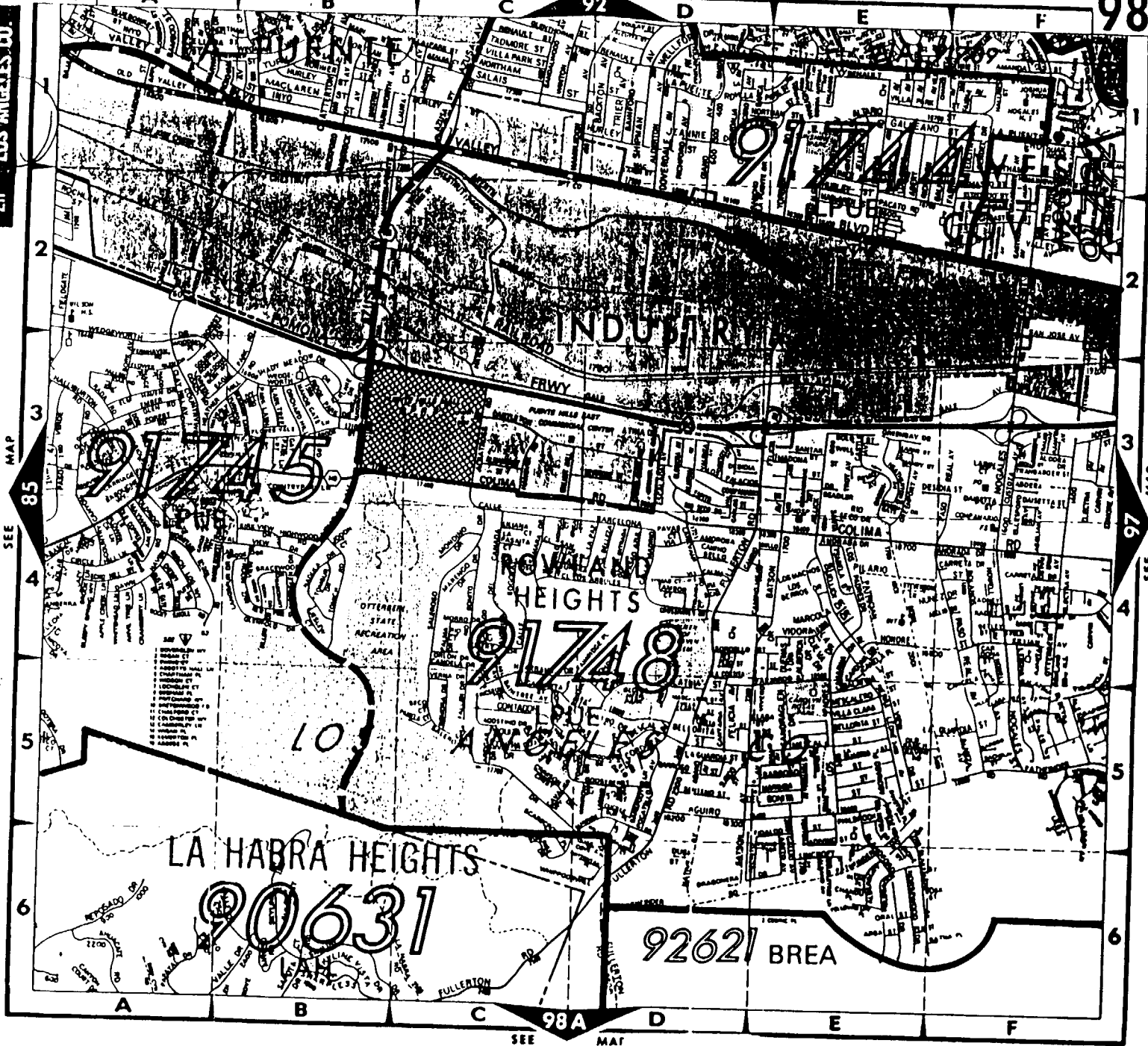
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Commercial Industrial Real Estate Since 1904

October 21, 1991

Mr. Bob Dipre
DLS COMMERCIAL REAL ESTATE
13079 Artesia Blvd., #B-220
Cerritos, CA 90701

Re: 18301 E. ARENTH AVENUE

Dear Bob:

The following is a brief history of the property at 18301 E. Arenth Avenue, City of Industry:

1966 Monadnock Division of United Car Fastener moves operations from bay area to Arenth. Numerous flat beds of equipment and machinery are cleaned with chlorinated solvents prior to moving into building.

1979 TRW acquires Monadnock and assumes all liabilities.

1980 C. Miller purchases property from TRW.

08/86 Dames and Moore conducts test and finds toxic soil on west side of property.

08/86-

05/87 Research shows that soil was contaminated during 1966 machinery cleaning.

09/87 Water Control Board directs soil clean-up. Approximately 230 cubic yards of contaminated soil excavated and shipped to Casmalia for disposal.

SPRING

1988 Under direction of Water Control Board, a series of 8-inch holes drilled to determine depth and location of toxics in underground water. In addition, 3-10" monitoring wells are drilled in varying depths of 40 feet to 80 feet. These wells were cased and sample tested for 1 year. Also samples of dirt taken from open pit.

05/88 Water Board issued clean up abatement order for entire area.

05/88-

01/89 Owner drilled for dirt samples near open pit to verify findings.

13191 Crossroads
Parkway North
Suite 115

City of Industry
CA 91746

(818) 336-9909
(213) 695-7244

Fax (213) 692-8067

DAUM

Mr. Bob Dipre
October 21, 1991
Page 2

- 08/89 Owner given permission to fill pit and seal with 6" concrete cap. Completed 12/89.
- 12/89 Letter from Water Board to Miller stating that he has fulfilled all requirements of clean-up order.
- 01/90 TRW signed an agreement to indemnify owner of property (and his successors) from any liability or responsibility of any toxic conditions that occurred prior to January 1990.
- 1991 Water Board has stated that concrete cap may be covered with dirt and/or a building.

TRW is at the present time continuing underground water testing in west and north portion of property.

If any party signs a purchase agreement for this property they will be provided with any or all correspondence, reports and other data verifying above information. Buyer will be given thirty (30) days to study all data to satisfy themselves that this property is clean and protected from any liability by means of the TRW indemnification.

I hope that this answers your questions in regard to the toxic soil history of the Arenth property.

Sincerely yours,

DAUM
Commercial Industrial
Real Estate



A. M. "Skip" McMahan

AMM005SW

DISCLOSURE BY OWNER
PERTAINING TO THE SALE OF LOT 2,
LOCATED AT 18301 E. ARENTH AVE., CITY OF INDUSTRY

1. Late in April 1989, an agreement for sale of this property was entered into by the owner and the Potter Development Company.

The escrow and time agreement were canceled in February 1990, after Potter Development was unable to raise the funds necessary to purchase the property.

Late in April 1990, an agreement for sale of this property was entered into by the owner and the Pacifica Properties, Inc.

On June 7, 1990, Potter Development filed a lis pendens suit against the current owner.

On August 22, 1990, the lis pendens suit was expunged by order of the Superior Court, which order was recorded on September 18, 1990 (#90-1604567).

On September 11, 1990, Potter Development petitioned for a writ of mandate which was denied by the Second Appellate District Court on September 13, 1990.

On October 2, 1990, Pacifica Properties, Inc. canceled the escrow and the agreement citing drastic changes in the overall marketplace for developers.

On February 19, 1991, the Superior Court of California for the County of Los Angeles dismissed with prejudice the entire action from a lawsuit filed by Potter Development Corporation against Charles M. Miller for damages as a result of Breach of Contract.

The dismissal was filed by the County Clerk on April 2, 1991.

2. As of January 11, 1990, TRW, Inc., assumed full responsibility for all actions and clean-up costs in connection with toxic water and/or soil problems on Lots 1 and/or Lot 2. This indemnification applies to all pre-existing conditions as of 1/11/90.
3. Any and all indemnification of C. M. Miller Enterprises, C. M. Miller and/or Thalia C. Miller, as stated in the seller's agreement with TRW, may be assigned to a buyer after TRW's requirements are satisfied.

4. The agreement between the seller and TRW, Inc., may be reviewed by the buyer and/or his legal counsel upon request.
5. TRW may drill sampling wells approximately 10" in diameter at their expense, in clusters of 3 wells each (probably only 2 clusters) in a strip 12'-14' wide immediately East of the West property fence. The wells may be used in the future for water sampling. The wells can be included in landscaped areas required by the City of Industry.
6. The dirt on the mound in the Southeast portion of Lot 2, (approximately 800 cu.ft.) is the property of the buyer to be used as he sees fit. This dirt has been analyzed and the results have been accepted by the C.R.W.Q.C.B. indicating that the soil is toxic free. Copies of the soil analyses are available to the buyer upon request.
7. All previous correspondence between the seller and/or C. M. Miller Enterprises, with the California Regional Water Quality Control Board, including Amended Abatement Order 88-057 issued on November 2, 1989 regarding toxic soil and/or toxic water problems, will be furnished to the buyer.
8. Adjacent to and on the West Side of Lots 1 and 2, the City of Industry is constructing a paved road connecting Fullerton Road (at San Jose) and Valley Boulevard. The project, which was planned two years ago, is now active, and is estimated to be completed by December 31, 1991.
9. A cyclone fence will be constructed across the boundary lines between Lots 1 and 2 (East-West).
10. A 30' driveway will be constructed inside the Eastern boundary line of Lots 1 and 2. This driveway is for the exclusive use of Lot 1 activity. Its area is not included in Lot 2.
11. The concrete pad in the Northwest corner of the property was installed to cover the pit from which toxic soil had been excavated. Since the pad now functions as a seal, it cannot be removed or broken up in any way.

However, a building or any part of same may be constructed on top of the pad, with or without 3' or 4' of dirt to be used to raise the floor level of the building to dock height. Parking is permitted on the pad as it exists.

Page Three

Any construction on top of the pad must encompass proper drainage control and prevent water infiltration around or beneath the pad.

CHARLES M. MILLER

DATE

DUP.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION

101 Centre Plaza Drive
Monterey Park, California 91754-2156
(213) 266-7500



October 16, 1989

Charles M. Miller
C. M. Miller Enterprises, Inc.
20415 Prestina Way
Walnut, CA 91789

SOIL REMEDIATION - MONADNOCK COMPANY FACILITY,
CITY INDUSTRY (CAO 88-057)

Item No. 3 of the Order required that you "Specifically eliminate the immediate threat of continued infiltration..." from the soil excavation of the old barrel storage area. Your revised workplan to meet this requirement was received on December 5, 1988. The removal and verification phases have now been completed in this specific area, based upon subsequent submittals to this Regional Board. The closure plan, submitted on August 15, 1989 in response to our comments, is approved.

Backfilling and cover construction may proceed subject to the following comments:

1. The area being "squared off" around the excavation should be over-excavated to three (3) feet below-grade, rather than 10 inches as proposed.
2. Request Mr. John Radecki, City Engineer, City of Industry to write a confirmation to this Regional Board (address either myself or Philip Chandler) that no permits are required for placement of fill in the excavation.
3. Request Mr. William C. Thompson, Senior Air Quality Engineer at the South Coast Air Quality Management District to confirm by letter to the Regional Board that he has no objection to the spreading of material previously excavated.
4. Confirm the year in which Arenth was graded. The June 1989 date cited on p.4 appears to be an error.

Mr. Charles M. Miller
Page 2

A final report is due to this agency within 14 days of completing field operations. Direct all questions concerning the file to Philip Chandler at (213) 266-7537.



ROY R. SAKAIDA
Senior Water Resources
Control Engineer

RRS:PBC:mht

cc: Neil Ziemba, Environmental Protection Agency, Region 9,
Toxics & Waste Management Division
Dennis Dickerson, Department of Health Services,
Toxics Substances Control Division
Bill Jones, Los Angeles County, Department of Health Services,
Hazardous Materials Program
Don Howard, Engineer for Puente Basin Water Master
Thomas Stetson, Engineer for Main San Gabriel Basin
Watermaster
Robert M. Walters, TRW, Inc.
Joseph Kwan, TRW, Inc.
Ralph Wagner, Consulting Engineer

*What have you
done
What to do*

DUP

DUP

20415 Prestina Way
Walnut, CA 91789

May 9, 1989

Mr. Roy R. Sakaida
Senior Water Resource Control Engineer
California Regional Water Quality Control Board
Los Angeles Region
107 South Broadway, Suite 4027
Los Angeles, CA 90012-4596

Re: Soil Remediation - Monadnock Co. (CAO 88-057)

Dear Mr. Sakaida:

Attached is a Report on Soil Remediation of the Monadnock site,
per your letter of December 28, 1988

Please advise your approval of this report as soon as possible
so that we can finalize all scheduling arrangements for
backfilling and closing of the open excavation.

Thank you.

Charles M. Miller

Charles M. Miller
C. M. Miller Enterprises

CC: Philip Chandler
Ralph Wagner

REPORT ON
SOIL REMEDIATION
at the
MONADNOCK SITE
(CAO 88-057)
18301 Arenth Avenue
City of Industry, CA

C. M. MILLER ENTERPRISES
20415 Prestina Way
Walnut, CA 91787

May 8, 1989

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SECTION 1

INTRODUCTION

1.01 HISTORY AND FACILITY MAP

In Appendix A, a 1" = 20' scale map (Sheet 1 of 2) of a portion of the Monadnock Company site shows the area where contaminated soil was previously excavated south of the existing building. Also shown on this drawing are the analytical results of all nine (9) deep boring soil samples performed to and including 1 February 1989 both in and around the excavated pit. Also in Appendix A is another map (Sheet 2 of 2), at a scale of 1" = 10', showing the locations of an additional 34 shallow soil borings in the bottom of the excavation drilled in the period 1 March 1989 through 11 April 1989. Analytical results of these shallow soil samples are tabulated on Sheet 2 of 2.

Removal of contaminated soil from the excavation was performed in 1986. On 11 April 1989, an additional 70 cubic yards of soil was removed from the bottom of the original excavation, analyzed during the removal process for PCE, TCE, 1,1,1-TCA, and 1,1,2-TCA, and stockpiled on site. The excavation, while fenced to preclude unauthorized access, remains open and uncovered.

By letter dated December 28, 1988, the staff of the Los Angeles Regional Water Quality Control Board approved a Work Plan for soil remediation subject to the following comments:

"Deep Soil Borings

1. Adjust the location of boring D-5 and add two shallow borings: 1) D-5 should be shifted to the south, away from C-7, b) two 20 foot borings must be emplaced between D-7 and D-6 to verify the earlier boring B-6-2 (samples appear to have been collected in glass jars rather than by using appropriate protocols).
2. The key issue is contaminant distribution, not contaminant migration as stated.
3. Samples for laboratory analyses must not be disturbed in the field. Field examination must be made of companion samples.
4. Based on other information supplied to staff from an analogous site, the cleanup level for PCE is no longer 400 ug/kg in the soil.
5. Mg/kg level screening is not adequate for ug/kg level analytical decisions. If the field screening proposed does not provide sufficient sensitivity or if appropriate calibration measures are not followed, then all the samples collected must be analyzed.

Soil Removal

1. Additional soil removal will not be wholly controlled by the seven new, deep, soil borings. B-6-4 exhibited 4650 ug/kg TCE at 20 feet and 650 ug/kg of PCE at 15 feet, which means that additional excavation of soils is already known to be required. Borings such as D-1 will help determine how much additional excavation is necessary.
2. Leachability determination; evaluation of parameters such as contaminant dispersion, sorption and degradation and evaluation of the risk to ground water from residual chlorinated organic contaminants in the vadose zone (following remediation) were required by staff. These were believed necessary to set appropriate site specific cleanup levels. None of the parties to the order have performed these.
3. Ajax-Scoville has performed such work in similar fine grained materials downgradient from Monadnock, which indicates that 200 ug/kg of PCE is more appropriate than the 400 ug/kg indicated earlier in the Moadnock investigation. 200 ug/kg will be the required cleanup level at Monadnock unless similar studies are performed for the subject site.

4. Soils must be remediated such that there is no further threat to ground water regardless of cleanup method or combination of methods.
5. Cover for the backfilled area must meet RCRA standards.
6. Adequate description of the proposed vadose zone monitoring must be provided in a supplement, although remedial field work is approved for the existing excavation.

Disposal

1. Further storage of hazardous waste in stockpiles is not acceptable. It must be containerized.

Schedule

1. The proposed scheduled start in January is welcome.
2. Progress reports will be required from you at the following junctures: 1) completion of the deep borings and laboratory analysis, b) completion of soil removal, c) completion of backfilling and construction of cover, and d) completion of vadose zone monitoring.
3. This approval is being granted subject to incorporation and/or response to the comments herein.
4. Completion of each phase of the soil remediation must be approved before initiation of the next.
5. Staff must be notified 5 days in advance of any proposed field work so that someone may be present if desired."

1.02 OBJECTIVES

The basic objective of the soil remediation field work was to conduct field programs using analytical methods which would provide soil contamination data as required by the staff to the Los Angeles Regional Water Quality Control Board to enable the staff to permit the backfilling and closure of the existing excavation on the Monadnock site. Implicit in this is the removal of sufficient contaminated soil from the existing

excavated pit to meet a criterion of not greater than 200 p.p.b. of Halogenated Volatile Organics (EPA Method 8010) in the soil remaining before backfillings and closure may commence.

SECTION 2

FIELD WORK

2.01 GENERAL

The approved deep soil boring program at subject site was carried out on 30 January, 31 January and 1 February 1989 under the supervision of Ralph L. Wagner, RCE 10900, as well as that of Robert Fox, CEG, and geologist Mark Roberts. Mr. Philip B. Chandler of the Regional Board staff also visited the site while the deep borings were being drilled by Beylik Drilling, Inc. on both 30 January and 1 February 1989.

Shallow sampling on the bottom of the excavation was conducted on 1 March, 21 March and 11 April 1989, under the supervision of Ralph Wagner. In conjunction with the shallow soil sampling program on 11 April 1989, an additional 70 cubic yards of soil was removed from the bottom of the original excavation and stockpiled on-site.

The locations of the nine soil borings around the periphery of the existing excavation are shown on Sheet 1 of 2 in Appendix A. The locations of existing ground water monitoring wells are also shown on Sheet 1 of 2. The locations and/or descriptions of 34 shallow soil borings in the bottom of the

existing excavation are shown on Sheet 2 of 2 in Appendix A.

On 21 March 1989, additional vertical holes were drilled with a power auger around shallow boring No. 7065 in order to confirm contamination identified in earlier analysis of the original sample from boring No. 7065 at a depth of 9 feet below the top of the excavation. In addition, four horizontal holes were drilled into the sides of the excavation along its northerly side. Under the supervision of Ralph Wagner, undisturbed samples were taken from all of these additional borings for analysis in the Geotest laboratory. Locations of all additional holes are also shown on Sheet 2 of 2 in Appendix A.

2.02 DEEP SOIL BORINGS

Samples of soil were taken from each of nine borings at intervals of five feet and/or changes in lithology. In general, the nine soil borings were placed in a pattern circling the existing excavation. The two shallowest borings, D-8 and D-9, were drilled to a depth of 20 feet along the south side of the excavation. The remaining seven borings ranged from 35 to 45 feet in depth. A complete geologic report containing logs of all borings is included in Appendix B.

Samples were selectively screened for analysis and subsequently analyzed in the field by Geotest using their mobile gas chromatograph unit. As earlier agreed upon with Regional Board staff, those samples subjected to analysis were analyzed for PCE, TCE, 1,1,1-TCA and 1,1,2-TCA in accordance with EPA Method 8010. All results were reported in micrograms

per kilogram (ppb). Those samples which were not analyzed were preserved. A complete report of all analytical test results by Geotest is included in Appendix C. Chain of Custody forms are also included in Appendix C.

2.03 SOIL REMOVAL AND DISPOSAL

The cuttings from all deep soil borings were placed in DOT approved 55 gallon drums as drilling progressed and the lids were sealed and locked. All drums remain stored on-site. Since no contamination in excess of 200 ppb was detected in any sample of soil analyzed from above the static water level at approximately 32 feet of depth, it is proposed that all soil contained in drums be disposed of as backfill in the excavation once approval to backfill is granted.

2.04 SHALLOW SOIL BORINGS

Undisturbed samples of soil were taken from the bottom of the shallow soil borings at the bottom of the excavation on 1 March 1989. The first seven holes were made with a manual post-hole digger. Nine additional holes at the bottom and in the sides were made with a hand-held power auger on 21 March 1989. Undisturbed samples were obtained by driving three-inch sterilized metal rings into the soil, excavating around the metal ring and extracting it. The ring samples were immediately sealed with sterilized end caps and taped shut. Samples were taken immediately to the Geotest laboratory for analysis.

The 1 March 1989 shallow soil samples are identified as follows. All of these samples were taken at the bottom of the excavation.

<u>Date of</u> <u>Sample</u>	<u>Sample</u> <u>Number</u>	<u>Soil Type</u>	Depth Below Top of <u>Excavation</u>	<u>Distance</u>	
				East from <u>Bldg. Corner</u>	South from <u>Bldg. Face</u>
3-1-89	5340	Brown silty clay	9'	53'	40'
	6045	"	8.5'	60'	45'
	6060	"	10'	60'	60'
	7052	"	7.5'	70'	52'
	7065	"	9.5'	70'	65'
	8060	"	9'	80'	60'
	8070	"	10'	80'	70'

All seven shallow soil samples taken on 1 March 1989 were analyzed for PCE, TCE, 1,1,1-TCA and 1,1,2-TCA in accordance with EPA 8010. A complete report of all analytical test results by Geotest is included in Appendix D. Chain of Custody forms are also included in Appendix D.

The nine 21 March 1989 shallow soil samples are identified as follows:

<u>Date of</u> <u>Sample</u>	<u>Sample</u> <u>Number</u>	<u>Soil Type</u>	Depth Below Top of <u>Excavation</u>	<u>Distance</u>	
				East from <u>Bldg. Corner</u>	South from <u>Bldg. Face</u>
3-21-89	6560	Silt/Clay	36"	65'	60'
	7059	Silt/Sand	33"	70'	59'
	7360	Silt/Clay	30"	73'	60'
	7568	Silt/Clay	34"	75'	68'
	7065R	Sand/Silt	40"	70'	65'
	NWE	Sand/Clay	(1)	61'	39'
	WCE	Clay	(2)	42'	43'
	NEH	Sand/Silt	(3)	67'	38'
	ECH	Sand/Silt	(4)	87'	51'

- Notes: (1) Slant hole, 5 feet below adjacent A.C. paving x 2 feet deep
 (2) Horizontal hole, 18 inches below A.C. paving x 2 feet deep.
 (3) Slant hole, 4 feet below adjacent A.C. paving x 18 inches deep.
 (4) Slant hole, 18 inches below concrete paving x 18 inches deep.

Except for the four horizontal/slant side wall samples taken on 21 March 1989, four of the remaining vertical holes were clustered around sample No. 7065, and another (7065R) was

drilled at the same location as No. 7065. The purpose of these five remaining vertical holes was to obtain samples to confirm the PCE concentration of 774 ppb at 7065 location.

All nine shallow soil samples taken on 21 March 1989 were analyzed for PCE, TCE, 1,1,1-TCA, and 1,1,2-TCA in accordance with EPA 8010. A complete report of all analytical test results by Geotest is included in Appendix E. Chain of Custody forms are also included in Appendix E.

As a result of the confirmatory sampling and testing on 21 March 1989, it was determined that soil at the bottom of shallow boring 7065R was even more contaminated with PCE at a concentration of 3500 ppb. Consequently, the decision was made to remove additional soil from the bottom of the original excavation. This program was initiated and completed on 11 April 1989 under the supervision of Ralph Wagner. Approximately 70 cubic yards of soil were removed to an elevation of about 390' (18'-19' below original ground surface) from an area of about 216 square feet centered around 7065. Eighteen samples of soil were taken during the removal process and analyzed on-site in the Geotest mobile laboratory.

A complete report of all analytical test results by Geotest is included in Appendix F, along with Chain of Custody forms.

SECTION 3

FIELD TEST RESULTS AND INTERPRETATION

3.01 GENERAL

The results of most of the analyses performed by Geotest in the field on the nine deep borings in the mobile gas chromatograph equipment were reviewed with Mr. Philip B. Chandler at the site on 1 February 1989. A compilation of test results is shown in Table 1. The same information is shown on each Log of Drill Hole in Appendix B.

3.02 DEEP SOIL BORINGS

As can be seen from examination of each Log of Drill Hole in Appendix B, both lithology and stratigraphy appear remarkably uniform. In general, there is about a 10 feet thick layer of topsoil (sand/clay/silt), underlain by about 20 feet of sand and gravel. In both strata, there is no contamination in excess of 20 ppb of PCE. The sand/gravel stratum is underlain by progressively finer-grained materials commencing at about 30 feet of depth extending into dense clays at about 40 feet.

Generally, free ground water was encountered at about 32-36 feet below ground surface. Above 35 feet of depth, there was no soil contamination in excess of 84 ppb PCE and 125 ppb TCE. Contamination in excess of 200 ppb was only associated with soil samples obtained below the ground water surface at D-2 and D-5.

It appears that contaminants have readily moved through

TABLE 1
MONADNOCK SITE - CITY OF INDOUSTY
SOIL REMEDIATION BORINGS
1-30-89 thru 8-1-89

	D-1	D-2	D-3	D-4	D-5	D-6	D-7	D-8	D-9
Ground Surface									
5'	Clay/Sand PCE 17.9 ppb Others ND	Clay/Sand PCE 12.7 ppb Others ND	Clay/Sand PCE 2.0 ppb Others ND	Silt/Clay All < 5 ppb	Silt All < 5 ppb	Silt All < 5 ppb	Topsoil PCE 6.9 ppb	Silt/Clay All ND	Silt/Clay All < 5 ppb
10'	Silt/Clay All < 5 ppb	Sand/Clay All < 5 ppb	Sand/Silt All < 5 ppb	Silt/Clay All ND	Silt All < 5 ppb	Silt/Clay All ND	Sand All < 5 ppb	Clay PCE 2.9 ppb Others ND	Clay PCE 2.9 ppb Others ND
15'	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel	Sand/Gravel	Sand	Sand/Gravel	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel
20'	Sand/Gravel PCE 8.58 ppb Others ND	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel All ND	Sand/Gravel All ND	Sand/Gravel	Gravel	Sand/Gravel	Sand PCE 2.95 ppb Others ND
25'	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel	Sand/Gravel	Sand/Gravel	Sand/Gravel	Not Recovered 21' All ND		
30'	Gravel	Sand/Clay PCE 52.9 ppb PCE 75.5 ppb Others ND	Sand/Silt PCE 52.9 ppb PCE 41.9 ppb 1.1 TEA 55 ppb 1.1 TEA 55 ppb	Sand PCE 16.3 ppb PCE 19.7 ppb 1.1 TEA 2.55 ppb 1.1 TEA ND	Silt PCE 14 ppb PCE 10 ppb Others ND	Silt/Clay PCE 8.9 ppb PCE 12.5 ppb Others ND	Silt/Clay		
35'	Gravel	Silt/Clay PCE 18.1 ppb PCE 20.6 ppb Others ND	Silt/Clay	Sand	Silt PCE 10.9 ppb PCE 9.2 ppb Others ND	Silt/Clay	Sand/Gravel/Silt All ND		
40'	Clay PCE 81.9 ppb PCE 8.7 ppb Others ND				Silt/Clay PCE 52.5 ppb PCE 55.1 ppb Others ND	Clay			
45'	Clay PCE 81.9 ppb Others ND					Clay All ND			

Ground
Water in
this range

Prepared by
B. J. Wagner
PCE 10/80
8-9-89

the coarse-grained soils, and are tied up with the fine-grained materials below the ground water surface. Consequently, the removal of soil at depth does not appear necessary nor productive. The need for continued soil gas monitoring in the future also does not appear necessary as discussed with Mr. Chandler in the field.

3.03 SHALLOW SOIL BORINGS

There were no detectable concentrations of any of the four contaminants of interest in any of the seven original shallow soil borings on 1 March 1989 in the bottom of the excavation except boring No. 7065. At a depth of 9 feet below original ground surface, the concentration of PCE in boring No. 7065 was 774 ppb. At other holes within a radius of 12 feet from No. 706, no contamination was detected. Similarly, in deep borings D-6, D-8 and D-9, no contamination was detected. Boring No. 7065 is also within about 5.5 feet of B-6-3 drilled on 9-30-86. At that time, B-6-3 showed a PCE concentration of 3510 ppb at 5' depth and 2480 ppb at 10' depth. This contaminated fine-grained soil material was removed during the original 1986 excavation.

However, the test result from shallow boring No. 7065 on 1 March 1989 indicated that PCE contamination remained at this location. Consequently, four confirmatory borings were made on 21 March 1989 within a radius of six feet from No. 7065, with another (7065R) at the same site. Either none or no significant contamination was detected within a radius of six feet;

however, at 7065R, a PCE concentration of 3500 ppb was found in the soil at an elevation of 396', 12'-13' below original ground surface. At this depth, the soil is sandy silt in nature. Above it, the soil was a fine-grained mixture of clay, silt and sand.

Based on all of the soil sampling and analytical results available, it was postulated that soil contamination was confined to the relatively small area of B-6-3 and 7065(R) and only to that depth associated with fine-grained soils, heavy in clay and silt fractions.

In recognition of the contaminated soil which apparently remained in the vicinity of 7065(R), about 70 additional cubic yards of material were removed from the bottom of the excavation on 11 April 1989. A backhoe was used in this operation, and the soil removed was stockpiled adjacent to the original excavation on top of plastic sheets. The area of excavation took in B-6-3 and 7065(R), and was about 216 square feet in extent, 8' to 9' deep to elevation 390. Much of the material removed was silty clay, grading to sand; however, the entire excavation penetrated well into the underlying coarser sands and gravels.

During the removal process, soil samples were taken in both the sides and bottom as the excavation progressed. Analyses for PCE, TCE, 1,1,1-TCA and 1,1,2-TCA were conducted on-site by Geotest in their mobile, gas chromatograph laboratory. When all laboratory test results indicated

non-detectable (ND) concentrations, the removal of soil was stopped.

Two composite samples of soil were also taken from the stockpile after the removal was complete. Analytical tests revealed no detectable concentrations of any of the four contaminants.

The analytical results of soil samples from horizontal and/or slant borings taken in the side walls of the original excavation, when combined with peripheral deep borings D-1 through D-9, also indicate that all contaminated soil has been removed.

3.04 GROUND WATER

Samples of ground water were also taken from each of the monitoring wells (MW-1, MW-2, MW-3, MW-7, MW-8 and MW-11) except MW 4, on 31 January 1989. The last time samples from these monitoring wells were analyzed was a year ago in February 1988. On the following page is a log of all earlier sampling results as well as the latest results of samples taken on 31 January 1989. Several observations are noteworthy, as follows. First, no TCA was detected in any of the samples. Secondly, no contamination (PCE, TCE, TCA) was detected in either MW-1 (upgradient) or MW-3 to the south near Arenth Ave. In the past, Regional Board staff has expressed concern over possible contamination of MW-3 in spite of the fact that the ground water gradient is from MW-3 toward MW-2. We also measured depth to ground water in MW-1, MW-2, and MW-3 on 31 January 1989.

MONADNOCK WATER SAMPLING RESULTS (ppb)

DAYS ACTION LEVELS: TCE 5 ppb

PCE 4 ppb

TCA 200 ppb

DATE	MW-1			MW-2			MW-3			MW-4			MW-7			MW-8			MW-11		
	TCE	PCE	TCA	TCE	PCE	TCA	TCE	PCE	TCA	TCE	PCE	TCA	TCE	PCE	TCA	TCE	PCE	TCA	TCE	PCE	TCA
7-28-86	<25	<25	<25	710	310	380	<5	<5	<5												
9-16-86 TOP				560	600	180															
9-16-86 BOTTOM				1000	960	530															
9-17-86 0800				610	660	220															
9-17-86 1520				190	660	<100															
9-18-86 1120				670	760	380															
9-18-86 1300				110	530	370															
9-19-86				710	780	350															
9-23-86				820	840	420															
9-27-86				450	440	220															
9-30-86				670	780	250															
10-8-86				410	430	<100															
10-13-86	<5	<5	<5																		
11-12-86 WELL				240	50	80															
11-12-86 PUMP				150	20	40															
11-19-86				710	770	350	4	100	6												
12-9-86 a.m.				430	150	50															
12-9-86 p.m.				560	260	60															
12-12-86				803	840	403	2	28	5												
1-30-87				470	130	57															
2-3-87				620	190	77															
3-30-87										0.5	1.8	0.5	91	33	3	180	110	38			
3-31-87										1.0	1.6	0.5	456	81	48	81	28	4.2			
4-28-87	1.5	0.55	0.3	473	310	83				0.1	1.2	0.4	485	122	58	69	22	4.3			
9-9-87				182	702	124															
9-15-87				53	36	6															
9-22-87				110	86	11							200	93	56	17	27	3			
11-18-87																177	73	4			
2-4-88				141.5	775	25															
2-12-88							2.6	6.2	2				152	74	82						
2-28-88																			26	ND	ND
1-31-89	ND	ND	ND	120	70	ND	ND	ND	ND	-	-	-	200	150	ND	90	80	ND	20	200	ND

The results are as follows:

	<u>MW-1</u>	<u>MW-2</u>	<u>MW-3</u>
Ground Elevation	412.2	408.3	405.6
Depth to GW (1-31-89)	<u>33.5'</u>	<u>32.0'</u>	<u>28.5'</u>
GW Elevation	378.7	376.3	377.1
GW Gradient	$\begin{array}{l} \text{----S}=\frac{2.4'}{445'}\text{----}> <\text{----S}=\frac{0.8'}{324'}\text{----} \\ .0054 \qquad \qquad .0025 \\ \text{-----S}=\frac{1.6'}{616'}=.0026\text{-----} \end{array}$		

This latest result should alleviate the concern over MW-3, since the ground water gradient is from MW-3 toward MW-2 and no contaminants were detected in MW-3.

In MW-2, the concentrations of PCE and TCE have not changed significantly during the intervening year and TCA is not now detectable. MW-7 and MW-8 yield similar results with no TCA detected now. The concentration of TCE in MW-11 is about the same; the increase in the concentration of PCE from ND to 200 ppb is unexplained.

The ground water monitoring wells requiring further investigation are MW-2, MW-7, MW-8 and MW-11. MW-2 provides the longest record of analytical results, dating from 28 July 198⁶. Since the time of initial sampling of MW-2 in July 1986 until the latest sample was taken on 31 January 1989, the concentration of TCE has decreased by 83%; the concentration of PCE by 77% and TCA by 100%. While the concentrations are still some 20 times action levels, the decrease has been dramatic.

Since September 1987, there has been little or no significant change of the concentrations of TCE or PCE in MW-2, or, for that matter, in MW-7 or MW-8. Certainly, this indicates that there are no continuing sources of contaminant supply. Moreover, it indicates that conditions have become static, and that the zone of contamination is very limited. This can be verified by additional ground water monitoring wells as proposed in our "Work Plan to Determine the Lateral and Vertical Extent of Soil and Ground Water Contamination at the Monadnock Site" dated 30 June 1988. To date, that Work Plan has not been commented upon or approved with respect to ground water investigations proposed therein.

SECTION 4

PROPOSED REMEDIAL ACTION

4.01 PROPOSAL FOR EXCAVATED HOLE

An extensive soil sampling and analysis program has been conducted both in and around the existing hole originally excavated in 1986. As a result of that original excavation, most of the contaminated soil was removed, containerized and disposed of at Kettleman Hills.

Nine deep soil borings surrounding the original excavation were drilled from 30 January 1989 through 1 February 1989 in accordance with a plan approved by the Regional Board of Test results indicate that any contaminants have moved through the coarse-grained soils and are tied up with finer grained

materials below the ground water surface. Consequently, the removal of soil at depth below ground water does not appear necessary, productive or feasible.

From the soil borings taken on 27 March 1989, a soil contamination in excess of 200 ppb of PCE in an area of 18-20 square feet around B-6-3 and 7065(R) was revealed. Not only was this material removed, but an additional total of about 70 cubic yards was removed by backhoe on 11 April 1989 until on-site mobile laboratory test results indicated no soil contamination remaining. This meets the criteria for additional soil removal as set forth in the Regional Board letter dated December 28, 1988.

The test results show that there is no contaminated soil around the original excavated hole, no contaminated soil in the sides of the hole, and no contaminated soil at the bottom of the hole. In the most recent soil removal operation (11 April 1989) all soil removed has been stockpiled on site. Testing of composite samples from the stockpile indicates no detectable contamination. Now that contaminated soil has been removed, it is proposed to backfill the existing hole with all uncontaminated soil now contained in drums on site and/or stockpiled, plus additional material from the mound of earth at the southeast corner of the site. The material in the mound was stockpiled on the site many years ago from the grading of Arenth Ave. The backfill material will be placed in lifts of 24 inches and compacted to 95% of maximum density. Once

backfilled, the entire backfilled area will be covered with concrete pavement underlain with plastic sheeting. All aspects of the closure will comply with RCRA standards.

4.02 PROPOSAL FOR GROUND WATER

A bi-monthly sampling and analysis program of ground water extracted from MW-2, MW-3, MW-8 and MW-11 was instituted commencing 31 March 1989. Samples shall be analyzed for PCE and TCE using EPA Method 601.

Additional ground water monitoring wells will be drilled at locations and to the depths set forth by the Regional Water Quality Control Board when comments on our Work Plan dated June 30, 1988 are reviewed.

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is entered into this 5TH day of JANUARY, ¹⁹⁹⁰~~1989~~ (the "Closing Date"), by, between and among TRW Inc., Charles Miller, Thalia Miller, C.M. Miller Enterprises, Inc., and The Monadnock Company.

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RECITALS

A. From approximately 1968 to 1980, Charles Miller was employed by TRW Inc. ("TRW") as a manager of TRW's Cinch-Monadnock Division at 18301 East Arenth Avenue, City of Industry, California (the "Monadnock Plant"). Under a purchase agreement dated October 23, 1980, the Monadnock Company ("Old Monadnock"), a corporation organized and existing under the laws of California and wholly owned by Charles Miller and Thalia Miller, purchased from TRW the real property and assets relating to the Monadnock Plant business. Old Monadnock continued operating the Monadnock Plant business until approximately 1987.

B. On September 30, 1987, Old Monadnock sold most of its assets and the right to use the name "Monadnock" to a corporation organized under the laws of California and known as HCH Acquisition Corp. Old Monadnock, Charles Miller and HCH Acquisition Corp. executed a document entitled "Asset Sale

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Agreement" dated September 30, 1987 in connection with the sale of the Monadnock Plant business assets ("Asset Sale Agreement"). Old Monadnock changed its name to C.M. Miller Enterprises, Inc. ("Miller Enterprises"), and continued in existence until February 29, 1988, when it dissolved and distributed its assets to Charles Miller and Thalia Miller. HCH Acquisition Corp. changed its name to The Monadnock Company ("New Monadnock"). Essentially all of the assets of the Monadnock Plant business were sold to New Monadnock, except for the real property, (the "Monadnock Property"), which consists of two parcels: one parcel includes the plant building (the "Plant Parcel"), and the other is presently undeveloped (the "Undeveloped Parcel"). Legal descriptions of both parcels are set forth in Exhibit A attached hereto. Charles Miller and Thalia Miller presently own the Plant Parcel in equal undivided shares, and are leasing the Plant Parcel to New Monadnock under a lease dated September 30, 1987 (the "Lease"). Charles Miller presently owns 100% of the Undeveloped Parcel.

C. In the fall of 1986, contamination was discovered on the Monadnock Property. The California Regional Water Quality Control Board -- Los Angeles Region was subsequently notified. (The California Regional Water Quality Control Board, together with the California Department of Health Services, the United States Environmental Protection Agency and any other governmental body which has enforcement jurisdiction over the environmental

conditions at the Monadnock Property are hereinafter referred to collectively as the "Governmental Agencies.") A cleanup and abatement order (No. 88-057, formerly 88-2, referred to herein as the "Abatement Order"), was issued to Miller Enterprises, Charles Miller and "The Monadnock Company" requiring the Abatement Order addressees to undertake certain study and remedial actions on or about the Monadnock Property. New Monadnock appealed issuance of the Abatement Order.

D. In 1988 Miller Enterprises brought various claims against TRW in the United States District Court for the Central District of California (Case No. 88-00281 Kn, the "Federal Court Case") seeking to recover past and future costs of investigating or remedying contamination at the Monadnock Property. TRW brought a counterclaim against Miller Enterprises and third party claims against Charles Miller, Thalia Miller and New Monadnock, alleging, inter alia, that Charles Miller and Miller Enterprises had contractually assumed liability for contamination of the Monadnock Property, and that Charles Miller, Thalia Miller and New Monadnock were jointly and severally liable for contamination at the Monadnock Property. New Monadnock brought a cross-claim against Miller Enterprises and Charles Miller for indemnity. The Federal District Court granted TRW's motion for summary judgment on all of Miller Enterprises' claims. Miller Enterprises disagrees with, and has moved for reconsideration of, the court's decision. TRW intends to oppose Miller Enterprises' motion for reconsideration,

and opposes Miller Enterprises' effort to introduce any new evidence in support of the motion.

E. Under the terms of the Lease and the Asset Sale Agreement, Miller Enterprises and Charles Miller agreed, inter alia, to indemnify, protect and hold New Monadnock harmless under certain conditions for certain claims arising out of operations of the Monadnock Plant prior to September 30, 1987. New Monadnock contends that its involvement in the Federal Court Case and in the Abatement Order are claims for which Miller Enterprises and Charles Miller must indemnify it.

F. On September 29, 1989, an amended cleanup and abatement order (the "Amended Order") was issued to TRW, Charles Miller, Miller Enterprises and Old Monadnock requiring these parties to perform certain investigations and remedial actions at the Monadnock Property.

G. None of the Parties to this Settlement Agreement concede liability of any kind with respect to any contamination on or about the Monadnock Property. Nevertheless, the Parties are interested in resolving the Federal Court Case in order to avoid the costs of litigation.

H. Charles Miller, Thalia Miller and Miller Enterprises wish to avoid the time and cost of conducting remedial activities at the Monadnock Property or defending against the Abatement Order.

I. Charles Miller would like to sell the Undeveloped Parcel as soon as reasonably possible.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the Parties hereto agree as follows:

Agreed Payments

1. The Parties to this Settlement Agreement hereby agree to pay all sums due one another in accordance with the terms of the Schedule of Payments attached hereto as Exhibit B.

Dismissal of the Federal Court Case

2. The Parties hereby agree to file all papers or take other actions as necessary to: (a) dismiss with prejudice all claims made by Charles Miller, Thalia Miller, Miller Enterprises and TRW against each other in the Federal Court Case; (b) dismiss with prejudice all claims by Charles Miller, Miller Enterprises and New Monadnock against each other in the Federal Court Case; and (c) dismiss with prejudice all claims by TRW against New Monadnock in the Federal Court Case except that any claims deemed to arise out of New Environmental Conditions as defined in paragraph 13 below shall be dismissed without prejudice, all in accordance with the Stipulation and Order for Dismissal of Entire Action attached hereto as Exhibit C.

Soil Remediation Project

3. A letter dated June 21, 1989 from the Regional Water Quality Control Board to Charles Miller and Miller Enterprises sets forth various requirements for a soil remediation project. Charles Miller and Thalia Miller agree to complete, or pay for the completion of, the soil remediation project in accordance with the requirements outlined in the June 21, 1989 letter and in accordance with any modified requirements that may be imposed or accepted by the Governmental Agencies prior to the Closing Date. Charles Miller will notify TRW by telephone before work on the final phase of the soil remediation project commences.

Settlement and Release of Claims

4. Charles Miller, Thalia Miller, Miller Enterprises, New Monadnock and TRW each agree to assume, pay or otherwise discharge, and not make claims against each other for, any and all fees, costs and expenses, including without limitation, fees for consultants, contractors, engineers and counsel, incurred or accrued by them prior to the Closing Date relating in any way to the Monadnock Property and all remediation bills of more than \$5,000 due on or before the Closing Date shall be paid in full by the Closing Date. No Party by this provision assumes or shall become liable for any fees, costs or expenses not incurred by such Party.

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5. Except as otherwise provided in paragraph 11 below, Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock hereby release and discharge TRW and all of its officers, directors, employees, assigns and representatives from any and all claims, demands, actions and causes of action of any kind or description, whether arising out of statute, contract, tort or otherwise, in law or equity, whether known or unknown, for any costs or expenses of any kind or description (including without limitation, engineering, contracting, consulting or attorneys' fees), or any loss or damage of any kind or description (including without limitation, impairment in use or diminution in value of real or personal property), arising prior to the Closing Date, or which may hereafter be claimed to arise out of any action, inaction, event or matter occurring prior to the Closing Date. Without limiting the generality of the foregoing, Charles Miller also releases and discharges any and all claims he may now have against TRW for indemnification whether under the California Labor Code, Ohio law, TRW regulations, policies, practices or resolutions arising out of or related to the Federal Court Case.

6. Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock hereby agree never to commence, aid in any way (except as required by law), or prosecute against TRW or any of its officers, directors, employees, assigns or representatives any action or other proceeding based upon any claim, cause of action, obligation or liability released and discharged as set forth in paragraph 5 above.

7. Except as otherwise provided in paragraph 11 below and except as to New Environmental Conditions defined in paragraph 13 below, TRW hereby releases and discharges Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock, and each of their officers, directors, employees, assigns and representatives from any and all claims, demands, actions and causes of action of any kind or description, whether arising out of statute, contract, tort or otherwise, in law or equity, whether known or unknown, for any costs or expenses of any kind or description (including without limitation, engineering, contracting, consulting or attorneys' fees), or any loss or damage of any kind or description (including without limitation impairment in use or diminution in value of real or personal property), arising prior to the Closing Date, or which may hereafter be claimed to arise out of any action, inaction, event or matter occurring prior to the Closing Date.

8. TRW hereby agrees never to commence, aid in any way (except as required by law), or prosecute against Miller Enterprises, Charles Miller, Thalia Miller or New Monadnock, or any of them, or any of their officers, directors, employees, assigns or representatives, any action or other proceeding based upon any claim, cause of action, obligation or liability released and discharged as set forth in paragraph 7 above.

9. Except as otherwise provided in paragraph 11 below, New Monadnock hereby releases and discharges Miller Enterprises,

Charles Miller, Thalia Miller and TRW and all of their officers,
directors and employees, assigns and representatives, from any and
all claims, demands, actions and causes of action, which New
Monadnock has or may have against any of them arising out of:

(i) the naming of New Monadnock in the Abatement Order; (ii) involvement of New Monadnock in the Federal Court Case; or (iii) removal or disposal of wastes prior to the Closing Date. Without limiting the generality of the foregoing, this release shall extend to any claim by New Monadnock for reimbursement of attorneys' fees or any other expenses incurred in connection with the Abatement Order or Federal Court Case and to all claims asserted in the letter dated June 14, 1989, from Richard M. Ross to Douglas W. Beck (attached hereto as Exhibit D). This release shall not extend to any other obligation of Miller Enterprises, Charles Miller or Thalia Miller under the Asset Sale Agreement or the Lease.

10. New Monadnock hereby agrees never to commence, aid
in any way (except as required by law), or prosecute against
Miller Enterprises, Charles Miller, Thalia Miller or TRW or any of
their officers, directors or employees, assigns or
representatives, any action or other proceeding based upon any
claim, cause of action, or liability released and discharged as
set forth in paragraph 9 above.

11. The releases and covenants not to sue set forth in paragraphs 4 through 10 above do not apply to any rights or

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obligations arising out of this Settlement Agreement, and all such rights and obligations shall survive the execution of this Settlement Agreement. In addition, these releases do not affect any stock options that have been or may be granted to Charles Miller by TRW.

12. The Provisions of this Settlement Agreement are not intended to and shall not be construed to impair, enlarge or modify the terms of the Lease. Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock reserve and do not waive any and all rights they may have under the Lease. Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock do not, by entering into this Settlement Agreement, agree to release any other party from any obligation arising under the Lease, except insofar as the claims dismissed or released in paragraphs 2, 4 and 9 above may be deemed to arise under the Lease. To the extent that any provision in this Settlement Agreement is inconsistent with and cannot be reconciled with the terms of the Lease, the terms of the Lease shall govern.

Indemnities for Environmental Conditions

13. The Parties acknowledge that certain environmental conditions exist on and around the Monadnock Property. These conditions (including all conditions described or referred to in documents in the Regional Water Quality Control Board's file relating to the Abatement Order and Amended Order) and all other

conditions which may in any way result from operations of Charles Miller or Thalia Miller, Miller Enterprises, TRW or its predecessors on and around the Monadnock Property, prior to the Closing Date, any future spreading of existing contamination, and any conditions caused by the operations of TRW or its agents after the Closing Date, shall be referred to as "Pre-existing Environmental Conditions". Environmental conditions resulting from operations of New Monadnock at any time, or of anyone other than TRW or its agents on or around the Monadnock Property on or after the Closing Date shall be referred to as "New Environmental Conditions," except that any conditions at the Monadnock Property resulting from any action taken by Charles Miller after the Closing Date in completion of the soil remediation project described in paragraph 3 above in accordance with Governmental Agencies' regulations will be included in Pre-existing Environmental Conditions.

* 14. Subject to the conditions and limitations set forth in this paragraph and paragraphs 17, 18 and 19 hereof, after the Closing Date TRW shall protect, defend, indemnify and hold harmless Charles Miller, Thalia Miller, Miller Enterprises, New Monadnock and their officers, directors, employees, representatives, successors and assigns from and against any and all claims, costs, losses, damages or liabilities including, without limitation, reasonable attorneys' fees, arising from or relating to Pre-existing Environmental Conditions, including without limitation any claims, costs, losses, damages or liabilities arising from or relating to the Abatement Order and

Amended Order. TRW's indemnity obligations shall not extend to: (a) New Environmental Conditions; or (b) claims of present or former employees at the Monadnock Plant relating to exposure to hazardous substances in the workplace. Without limiting the generality of the foregoing, TRW's obligation extends to claims by New Monadnock against Miller Enterprises, Charles Miller and/or Thalia Miller for indemnity arising from or relating to Pre-existing Environmental Conditions, except that this obligation does not extend to any costs or expenses incurred by any party to this Settlement Agreement prior to the Closing Date.

15. Charles Miller, Thalia Miller and Miller Enterprises shall have the right to assign their rights under paragraph 14 above to such persons as they may designate, including but not limited to any buyer of the Undeveloped Parcel or the Plant Parcel or any lessee of either Parcel subject to the consent of TRW, which consent will not be unreasonably withheld following receipt by TRW of reasonably complete information on the financial resources of, and intended use of the Monadnock Property by, the proposed assignee. Such assignment will be on the terms set forth in the "Assignment Agreement" attached hereto as Exhibit E. TRW hereby agrees promptly to execute an Assignment Agreement in favor of any such assignee in the form attached hereto upon request of Charles Miller. Such assignment shall not diminish the rights or obligations of Charles Miller or Thalia Miller under this Settlement Agreement.

16. Subject to the limitations set forth in paragraph 4

above and the conditions and limitations set forth in paragraph 17 below, after the Closing Date Charles Miller, Thalia Miller, Miller Enterprises, New Monadnock and any assignee designated pursuant to paragraph 15 above shall each protect, defend, indemnify and hold harmless TRW, its officers, directors, employees, successors and assigns from and against any and all claims, costs, losses, damages or liabilities, including without limitation reasonable attorneys' fees, which may be sustained, suffered or incurred by TRW as the result of any action or inaction of such party and which arise from or relate to New Environmental Conditions, except that New Monadnock shall not be responsible for payment of attorneys' fees incurred by TRW in responding to any future Governmental Agency enforcement action in connection with New Environmental Conditions alleged to result from any action or inaction of New Monadnock, provided New Monadnock defends against or complies with such enforcement action. Nothing in this Settlement Agreement shall alter or release any obligation of New Monadnock under the Asset Sale Agreement and/or the Lease to indemnify Charles Miller, Thalia Miller or Miller Enterprises.

17. If any action, suit, proceeding or investigation shall be commenced or any administrative order shall be issued, or any claim shall be asserted, or any loss shall be incurred, in respect of which any Party (the "Indemnatee") proposes to demand indemnification under this Settlement Agreement (not including the Abatement Order and Amended Order, notice of which are deemed given by this Settlement Agreement), the Party from which

indemnification is sought (the "Indemnitor") shall be notified in writing to that effect with reasonable promptness and shall have the right to assume the entire control of Indemnatee's defense (including the selection of counsel). Indemnatee shall assign to Indemnitor all applicable rights under any insurance policy or policies arguably providing coverage for the claim for which indemnity is demanded. Any party accepting such an assignment of rights agrees to indemnify the assigning party for any additional costs, expenses, claims or liabilities resulting from such assignment. Indemnity obligations under this Settlement Agreement shall be conditioned upon the Indemnatee cooperating fully in all respects with the Indemnitor in any defense, compromise or settlement, by making available all pertinent information and personnel under its control to the Indemnitor, by providing reasonable access to the Monadnock Property, and otherwise by complying with any provision of this Settlement Agreement materially affecting the performance of such indemnity obligations.

18. Without limiting the scope of the indemnity provisions and subject to the other provisions of this Settlement Agreement, TRW shall, at its expense, undertake any and all studies and remedial activities required by the Governmental Agencies in connection with Pre-existing Environmental Conditions. Charles Miller, Thalia Miller, Miller Enterprises, New Monadnock and any assignee designated pursuant to paragraph 15 above shall fully cooperate with TRW, its contractors and agents in the conduct of any study or remedial activities undertaken by TRW at or around the Monadnock Property. Subject to the

provisions of paragraph 19, cooperation shall include, but not be limited to, allowing TRW or its agents to enter the Monadnock Property at all reasonable times upon 48 hours notice to Charles Miller and New Monadnock, providing access to relevant records and employees and allowing drilling of wells, excavation of soils, and any other actions necessary to conduct required studies or remedial activities.

19. Nothing in this paragraph 19 is intended to impair, enlarge or modify the terms of the Lease. New Monadnock reserves and does not waive any and all rights it may have under the Lease, including without limitation paragraphs 5.05 and 5.06 thereof. In conducting any study or remedial activity on or about the Monadnock Property, TRW shall, subject to the limitations and requirements set forth in this paragraph, seek to minimize interference with use of or operations at the Monadnock Property. In particular, in conducting any study or remedial activity along the westerly portion of the Undeveloped Parcel, unless otherwise required by the Governmental Agencies TRW shall either conduct such activities to the west of the existing driveway on the westerly side of the Undeveloped Parcel and obtain access to sites from the Fullerton Road right-of-way or, if access across the existing driveway is to be impaired long enough to materially affect activities at the Monadnock Plant, provide at its own expense alternate driveway access reasonably equivalent to the existing driveway. *access provided by City not in Miller Plan*

(a) Until the total expense incurred by TRW (or accrued

by TRW pursuant to contracts other than this Settlement Agreement) for studies and/or remedial activities conducted pursuant to this Settlement Agreement equals or exceeds \$1 million, TRW shall not unreasonably interfere with the business now being conducted by New Monadnock (or with substantially the same business being conducted by any successor tenant) on the Plant Parcel nor with the access points to the building located on the Plant Parcel or from the street to the Plant Parcel nor with any construction or business to be conducted on the Monadnock Property by any assignee designated pursuant to paragraph 15 above. TRW shall protect, defend, indemnify and hold Charles Miller and Thalia Miller harmless from any and all claims, costs, losses, damages or liabilities arising out of TRW's breach of this paragraph 19, subject to the limitations set forth in this paragraph.

Notwithstanding any other provision of this Settlement Agreement, until the total expense incurred by TRW (or accrued by TRW pursuant to contracts other than this Settlement Agreement) for studies and/or remedial activities conducted pursuant to this Settlement Agreement equals or exceeds \$1 million, TRW shall not be liable for any costs relating to interruption of business, loss of rent or any other consequential costs, losses, damages or liabilities suffered by Charles Miller or Thalia Miller as a result of study or remedial activities undertaken or to be undertaken by TRW at or about the Monadnock Property unless TRW unreasonably interferes with use of or operations at the Monadnock Property. In the event that TRW unreasonably interferes with use of or operations at the Monadnock Property and incurs liability to Charles Miller or Thalia Miller for consequential damages arising

out of such interference, the amount of such damages paid shall be included in calculating the total expense to TRW of studies and/or remedial activities for purposes of this paragraph, unless TRW's interference is intentionally malicious.

(b) After the total expense incurred by TRW (or accrued by TRW pursuant to contracts other than this Settlement Agreement) for studies and/or remedial activities conducted pursuant to this Settlement Agreement equals or exceeds \$1 million, TRW shall make reasonable efforts not to unreasonably interfere with the business now being conducted by New Monadnock (or with substantially the same business being conducted by any successor tenant) on the Plant Parcel nor with the access points to the building located on the Plant Parcel or from the street to the Plant Parcel nor with any construction or business to be conducted on the Monadnock Property by any assignee designated pursuant to paragraph 15 above. "Reasonable efforts" shall include discussions with Governmental Agencies, Charles Miller and representatives of New Monadnock or the owner or lessee of the affected portion of the Monadnock Property, and shall not require expenditure of significant funds to avoid interference (i.e. more than \$10,000 in the aggregate.) TRW shall protect, defend, indemnify and hold Charles Miller and Thalia Miller harmless from any and all claims, costs, losses, damages or liabilities arising out of TRW's breach of this paragraph 19, subject to the limitations set forth in this paragraph. Notwithstanding any other provision of this Settlement Agreement, after the total expense incurred by TRW (or accrued by

TRW pursuant to contracts other than this Settlement Agreement) for studies and/or remedial actions conducted pursuant to this Settlement Agreement equals or exceeds \$1 million, TRW shall not be liable for any costs relating to interruption of business, loss of rent or any other consequential costs, losses, damages or liabilities suffered by Charles Miller or Thalia Miller as a result of study or remedial activities undertaken or to be undertaken by TRW at or about the Monadnock Property unless TRW fails to use reasonable efforts to avoid such unreasonable interference.

(c) Without limiting the scope of TRW's obligations under this Settlement Agreement, if any Party should desire to further reduce interference with use of or operations at the Monadnock Property, at any reasonable time such Party may demand that an alternate study or remedial action be substituted for that chosen by TRW, provided: (1) that such alternate study or remedial action is acceptable to and approved by the Governmental Agencies; and (2) that the Party demanding the alternate study or remedial action pay to TRW the estimated additional cost of such alternate study or remedial action in advance or upon such terms as TRW may require.

20. Except as provided in paragraph 19 above, TRW shall have exclusive control over the manner and method of conducting any studies or remedial activities relating to Pre-existing Environmental Conditions. TRW's obligations to abate Pre-existing

Environmental Conditions shall be limited by legal requirements in effect when cleanup is completed. In no event shall TRW be required to conduct or pay for any studies or cleanup beyond the legal standards imposed by applicable government requirements. TRW retains the right to challenge any requirements which may be imposed by governmental authorities, and the Parties agree to cooperate with and assign to TRW any rights any Party may have to appeal any governmental requirements, provided that TRW shall protect, defend, indemnify and hold harmless such Party from any additional costs, losses or expenses incurred in connection with any such appeal or challenge.

21. TRW shall make reasonable efforts to have Charles Miller, Miller Enterprises and Old Monadnock dropped as respondents from the Abatement Order and Amended Order, or, if that is not acceptable to the Governmental Agencies, to have TRW identified as primarily responsible under the Amended Order. If any other agency (including, without limitation, the California Department of Health Services or the U.S. Environmental Protection Agency) commences any enforcement activities in connection with Pre-existing Environmental Conditions, then TRW will consent to being joined in such enforcement actions (even if not initially named), provided that such consent can be accomplished without conceding liability. Even if TRW is not formally named in such other enforcement action, TRW's defense and indemnity obligations will remain with respect to Pre-existing Environmental Conditions. If any enforcement activity is brought with respect

to both Pre-existing and New Environmental Conditions simultaneously, TRW will be liable only for that portion of the enforcement relating to Pre-existing Environmental Conditions.

22. If and when the Governmental Agencies have confirmed in writing that the only remedial work with respect to Pre-existing Environmental Conditions remaining to be done consists of operation and maintenance ("O & M"), then TRW may submit to owners of affected portions of the Monadnock Property an estimate of the total future costs of O & M, adjusted to present value (the "estimated O & M costs"). If the owners of affected portions of the Monadnock Property accept payment of the estimated O & M costs, such owners shall have all future responsibility for, and shall indemnify TRW with respect to such O & M. Except as to such O & M, TRW's obligations under this Settlement Agreement with respect to Pre-existing Environmental Conditions shall continue notwithstanding the Monadnock Property owners' acceptance of the estimated O & M costs. However, the Governmental Agencies' written confirmation that only O & M remains will create a rebuttable presumption that any future enforcement activity relates to New Environmental Conditions.

Dispute Resolution

23. If any of the Parties should have any dispute with any other of the Parties arising out of or relating to this Settlement Agreement or the Parties' respective rights and duties

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hereunder, then the Parties shall resolve such dispute in the following manner:

(a) Any Party may at any time deliver to any other a written dispute notice setting forth a brief description of the issue for which such notice initiates the dispute resolution mechanism contemplated by this paragraph.

(b) During the sixty (60) day period following the delivery of the notice described above, appropriate representatives of the Parties will meet and seek to resolve the disputed issue through negotiation.

(c) If representatives of the Parties are unable to resolve the disputed issue through negotiation, then within thirty (30) days after the period described in subparagraph 23(b) above, the Parties will refer the issue to a neutral person who is mutually acceptable to the Parties for final resolution. In the absence of agreement on such neutral person, the Parties shall comply with the procedures set forth in the California Code of Civil Procedure § 1281.6. The procedures to be followed with respect to the presentation of each Party's position with respect to the disputed issue and the method by which the neutral person will reach and render his or her decision will be determined at the time the matter is referred to the neutral person by the Parties or, if the Parties are unable to agree upon such procedures and methods, by the neutral person. The final decision

of the neutral person pursuant to this paragraph 23(c) will be nonappealable and uncontestable by the Parties involved and will not be subject to collateral attack by any Party involved except as provided in Chapter 4 of Title 9 of the California Code of Civil Procedure commencing with § 1285.

General Provisions

24. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Except as otherwise expressly set forth herein, for successors and assigns, this Settlement Agreement is not intended and shall not be construed to give any rights or inure to the benefit of any person or entity other than the Parties hereto or their respective successors and assigns.

25. Each of the Parties hereto represents and warrants to the other Party that: (a) it has never assigned to anyone any of the claims, demands, actions or causes of action, or any portion thereof which it has or could assert in any matter connected with or arising out of the subject of this Settlement Agreement; (b) it has and maintains full and absolute control over the disposition and release of all of said claims, demands, actions or causes of action; and (c) it has been duly authorized to execute this Settlement Agreement.

26. The validity, construction and interpretation of this Settlement Agreement shall be governed by the laws of the State of California.

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27. As to any representations waiving liability or releases from liability, each of the Parties understands and expressly waives any and all rights under Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

28. This Settlement Agreement sets forth the full and complete agreements of the Parties hereto. This Settlement Agreement supersedes all proposals, negotiations and representations made or had prior to its execution relative to the subject matter of this Settlement Agreement, except as to the mutual rights and obligations of Miller Enterprises, Charles Miller, Thalia Miller and New Monadnock under the Asset Sale Agreement and the Lease.

29. Any notice or other communication to be given pursuant to or with respect to this Settlement Agreement shall be deemed given and received seventy-two (72) hours after the same is deposited in the United States Mail, First Class Postage Prepaid, addressed to the addressee at the respective address set forth below, or such other address as addressee may, from time to time, designate by written notice to the parties hereto:

Miller Enterprises: Charles Miller
20415 Prestina Way
Walnut, California 91789

with a copy to:

Douglas W. Beck
Tuttle & Taylor Incorporated
355 South Grand Avenue
40th Floor
Los Angeles, California 90071-3101

Thalia Miller
49-792 Coachella Drive
P. O. Box 1192
La Quinta, California 92253

with a copy to:

Douglas W. Beck
Tuttle & Taylor Incorporated
355 South Grand Avenue
40th Floor
Los Angeles, California 90071-3101

TRW Inc.:

Robert M. Walter, Senior Counsel
TRW Inc.
1900 Richmond Road
Cleveland, Ohio 44124

with a copy to:

Geoffrey K. Barnes
Squire, Sanders and Dempsey
1800 Huntington Building
Cleveland, Ohio 44115

New Monadnock:

Martin Cohen
The Monadnock Co., Inc.
18301 Arenth Avenue
Industry, California 91748

with a copy to:

Richard M. Ross
Parker, Milliken, Clark, O'Hara
& Samuelian
915 L Street, Suite 1180
Sacramento, California 95814

30. Each party hereto agrees to execute and deliver such additional documents and instruments, and to perform such additional acts, as any other party may reasonably request or as

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may be necessary or appropriate to effectuate, consummate or perform all of the terms, provisions and conditions of this Settlement Agreement.

31. Each party hereto acknowledges that in making this Settlement Agreement it has made such independent investigation or analysis of the facts and law as it deems appropriate and has not relied on any representation by any other party except such representations as may be expressly set forth in writing in this agreement.

32. The parties hereto agree that there is sufficient consideration for all releases and covenants in this Settlement Agreement and they agree not to raise lack of consideration in any future dispute relating to this Settlement Agreement.

33. In the event of litigation (including arbitration pursuant to paragraph 27 hereof) arising out of or pursuant to this Settlement Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

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34. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties, by their duly authorized officers, or in their individual capacities, have executed this Settlement Agreement in triplicate as of this __ day of _____, 1989.

Witnessed by:

The Monadnock Company

Miller Enterprises, Inc.

Charles Miller

Charles Miller

Thalia Miller

TRW Inc.

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IN WITNESS WHEREOF, the undersigned Parties, by their
duly authorized officers, or in their individual capacities, have
executed this Settlement Agreement in triplicate as of this 4th day
of JAN., ~~1989~~.
1990.

Witnessed by:

Douglas W. Beck

Douglas W. Beck

Charles Miller

The Monadnock Company

Charles Miller
Miller Enterprises, Inc.

Charles Miller
Charles Miller

Thalia C. Miller
Thalia Miller

TRW Inc.

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IN WITNESS WHEREOF, the undersigned Parties, by their
duly authorized officers, or in their individual capacities, have
executed this Settlement Agreement in triplicate as of this 5th day
of JANUARY, ¹⁹⁹⁰~~1989~~.

Witnessed by:

The Monadnock Company

Miller Enterprises, Inc.

Charles Miller

Thalia Miller

Robert M. Miller

John L. Miller

Ray Martin A. Boyle
TRW Inc.

IN WITNESS WHEREOF, the undersigned parties, by their
duly authorized officers, or in their individual capacities, have
executed this Settlement Agreement in triplicate as of this 10th da
of JANUARY, ~~1989~~
1990

Witnessed by:

Debra Ann Tessa

Martin Choban
The Monadnock Company

Miller Enterprises, Inc.

Charles Miller

Thalia Miller

TRW Inc.

21

Legal Description

The split of the Monadnock Property was recorded on October 13, 1988 at 4:00 p.m., Recording Number 88-1651335.

PLANT PARCEL

Real property in the City of Industry, Los Angeles County, California, described as: Parcel 1 as per Parcel Map No. 254, recorded in Book 211, pages 46 and 47 of Maps, in the Official Records of Los Angeles County.

UNDEVELOPED PARCEL

Real Property in the City of Industry, Los Angeles County, California described as: Parcel 2 as per Parcel Map No. 254, recorded in Book 211, pages 46 and 47 of Maps, in the Official Records of Los Angeles County.

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is entered into as of this ____ day of _____ 19____, by and between _____ ("Assignor") and _____ ("Assignee"). Assignor and Assignee have separately agreed that Assignee shall (lease/purchase) from Assignor the _____ Parcel of the Monadnock Property as defined in Recital B of that certain Settlement Agreement and Mutual Release between Assignor, TRW Inc., The Monadnock Company, Miller Enterprises, Inc. and Thalia Miller, dated _____, attached hereto and incorporated herein by this reference (the "Settlement Agreement").

For good and adequate consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights under paragraphs 13 through 23 of the Settlement Agreement, including without limitation Assignor's right to indemnification by TRW Inc. against all claims, costs, losses, damages or liabilities arising from or relating to Pre-existing Environmental Conditions as defined in paragraph 13 of the Settlement Agreement, subject to the conditions and limitations set forth in paragraphs 13 through 23 of the Settlement Agreement.

Assignee hereby acknowledges that the rights assigned are granted subject to limitations and conditions set forth in paragraphs 13 through 23 of the Settlement Agreement, and hereby agrees to such limitations and conditions insofar as they concern Assignee.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

ASSIGNOR:

By _____

ASSIGNEE:

By _____

As of the date first written above, TRW Inc. hereby consents to the assignment of rights to Assignee as set forth in this Agreement.

TRW Inc.

By _____



LOG OF DRILL HOLE

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-1
DRILLING DATE: 1/30/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET)	DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
							12" OF CEMENT. @ CONCRETE PAD					
5			1			CL	CLAY: DARK BROWN, SILTY, SOME SAND.					
10			2			GC	CLAY: BROWN AND SILTY, WITH GRAVEL TO 1 1/2" AT 11'.					
15			3				GRAVEL AND SAND: BROWN, COARSE SAND, GRAVEL TO 2", SUBROUNDED.					
20			4			GP	GRAVEL: MULTICOLORED, 50% GRAVEL TO 2", MINOR CLAY MATRIX.					
25			5				COARSE SAND AND GRAVEL, AS ABOVE, TO 3".					
30			6				SAND AND GRAVEL: BROWN, UNCONSOLIDATED, NO MATRIX, DRY TO SLIGHTLY MOIST.					
35			7				GRAVEL TO 90%, TO 3", COARSE SAND MATRIX TO 36'. SILT AT 36'.					
40			8			CL/ML	CLAY: BROWN TO GREY BROWN, SILTY, STICKY, MOIST.					
45			9				CLAY: BROWN-MOTTLED GREY, COMING OUT OF AUGERS AS CLAY BALLS.					
50							TOTAL DEPTH- 46.5'					
							SAMPLE DEPTHS ANALYZED= 5' , 20' , 40' , 45'					

SHEET 1 OF 1

LEGEND TO LOGS ON PLATE A-2









PLATE

LOG OF DRILL HOLE

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-2
DRILLING DATE: 1/31/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
							12" OF CEMENT.					
5	▲	1			CL	TOPSOIL/CLAY: DARK BROWN, SILTY AND CLAYEY.					
10	▲	2				LIGHTER BROWN COLOR AT 7'.					
							BROWN SILTY CLAY, BECOMING GREY SANDY CLAY AT 11', AND SAND AT 11.5'.					
15	▲	3			GP						
							SAND AND GRAVEL WITH PEBBLES TO 2", UNCONSOLIDATED, DRY.					
20	▲	4			SW						
							SAND: COARSE GRAINED QUARTZ, MICACEOUS, DRY, MINOR FINE GRAVELS.					
25	▲	5			GP						
							ABUNDANT GRAVEL WITH A COARSE SAND MATRIX, MINOR IRON STAINING.					
30	▲	6			CL	SAND: GREY CLAY MATRIX TO 31', FIRM BROWN SILTY CLAY BELOW 31'.					PCE TCE
35	▲	7				CLAY, BROWN WITH SOME MOTTLED GREY, FIRM.					PCE TCE
40	▲	8			ML	BROWN SILTY CLAY WITH AN INCREASE OF VERY FINE-SILT SIZED SAND BELOW 40'. OUTSIDE OF SAMPLER WET.					
45						TOTAL DEPTH- 41.5'					
50						SAMPLE DEPTHS ANALYZED= 5' , 15' , 25' , 30' , 35'					

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-3
DRILLING DATE: 1/31/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)
									LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
						12" OF ASPHALT.					
5	++++	1			CL	CLAY/TOPSOIL: DARK BROWN, SILTY, ABUNDANT ROOTS.					
10	++++	2			ML	SILT: BROWN, WITH TRACES OF VERY FINE SAND, BECOMING SANDY AT 11'.					
						GRAVEL AT 12'.					
15	++++	3			GP	GRAVEL: LOOSE BROWN GRAVELS TO 2", SOME RUST COLORS STREAKED.					
20	++++	4			GM	SAND: BROWN, SOME GRAVEL TO 1", WITH SILTY GREY BROWN CLAY STREAKS 2" THICK, MOIST.					
25	++++	5			GP	GRAVEL: NO MATRIX, SAMPLE FELL OUT OF SPOON.					
30	++++	6			SM	SAND: BROWN FINE SANDY AND SILTY SAND, MOIST, NO COARSE MATERIALS.					
35	++++	7			CL	WATER AT 34.5'. CLAY: BROWN, SILTY, WET.					
						TOTAL DEPTH- 36.5'					
						SAMPLE DEPTHS ANALYZED= 5' , 20' , 30'					
40	++++										
45	++++										
50	++++										

JCB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-4
DRILLING DATE: 1/31/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
							12" OF ASPHALT.					
5	++++	▲	1			CL	TOPSOIL: SILTY AND CLAYEY, DARK BROWN.					
10	++++	▲	2				CLAY: GREY AND BROWN, SILTY.					
						GP	SAND AND GRAVEL AT 12'.					
15	++++	▲	3				GRAVEL: 2 TO 3" GRANITIC AND LITHIC PEBBLES, UNCONSOLIDATED.					
20	++++	▲	4				SAND AND GRAVEL: LITHICS AND GRANITICS WITH QUARTZITES, WELL ROUNDED, COARSE SAND MATRIX, ABUNDANT IRON STAINING.					
25	++++	▲	5				GRAVEL AND SAND: AS ABOVE.					
30	++++	▲	6			GC	SAND: GREY, COARSE, QUARTZOSE, FRIABLE, MINOR GREY CLAY MATRIX.					
35	++++	▲	7			CL	WATER AT 34', COARSE GREY SAND TO 36', VISIBLE CONTACT AT 36' WITH BROWN SILTY CLAY TO 36.5'.					
40	++++						TOTAL DEPTH- 36.5'					
							SAMPLE DEPTHS ANALYZED= 10' , 20' , 30'					
45	++++											
50	++++											

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-5
DRILLING DATE: 1/30/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)
									LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
						TOPSOIL					
5	++++	1			CL	SILT: BROWN, CLAY/TOPSOIL?, TRACE VERY FINE SAND, ABUNDANT ROOTS.					
10	++++	2				CLAY: MOTTLED BROWN AND GREY, VERY SILTY.					
						GRAVEL AT 12'.					
15	++++	3			GP	SAND AND GRAVEL: COARSE RED BROWN MOIST SAND, OCCASIONAL 2" PEBBLES OF GRANITE.					
20	++++	4				GRAVEL AND SAND: UNCONSOLIDATED ROUNDED GRANITIC PEBBLES AND COARSE QUARTZ SAND.					
25	++++	5				SAND AND GRAVEL: PALE GREY CAST, UNCONSOLIDATED, 2" ROCKS, MOIST.					
30	++++	6			SM	BROWN SANDY SILT AT 30', UNCONSOLIDATED SAND AND GRAVEL FROM 31'-32'.					PCE TCE
35	++++	7				BROWN CLAYEY SILT BEGINS AT 34', MOIST, NO VISIBLE FREE WATER.					PCE TCE
40	++++	8			CL	BROWN SILTY CLAY, WATER ON TOP OF INNER BARREL OF SAMPLER, WATER ABOVE 40'.					PCE TCE
45	++++					TOTAL DEPTH- 40.5'					
						SAMPLE DEPTHS ANALYZED= 20' , 30' , 35' , 40'					
50	++++										

SHEET 1 OF 1

LEGEND TO LOGS ON PLATE A-2

PLATE

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox


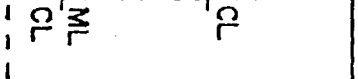





DRILL HOLE NO.: D-6
DRILLING DATE: 2/1/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)
								LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
					TOP SOIL					
5	++++	1		CL	CLAY: LIGHT BROWN AND MOTTLED GREY, VERY SILTY, FIRM. TRACE LIGHT BROWN FINE SAND AT 6'.					
10	++++	2		CL	CLAY: BROWN AND MOTTLED GREY.					
15	++++	3		GP	GRAVEL: LOOSE SAND AND GRAVEL TO 2", NO MATRIX.					
20	++++	4			SAND AND GRAVEL: DRY, LIGHT GREY CAST, WITH STREAKS OF RUST COLORS/IRON OXIDE.					
25	++++	5			SAND AND GRAVEL TO 3".					
30	++++	6		ML CL	BROWN SILT AT 30'. CLAY: MOTTLED GREY AND BROWN, SILTY AND FIRM AT 31'.					
35	++++	7		CL	MOTTLED GREY AND BROWN SILTY CLAY WITH THIN FINE GRAINED SANDY LENSES 1-2" THICK, MOIST-DAMP.					
40	++++				CLAY: VERY FIRM, SILTY, VERY TIGHT.					
45	++++				CLAY: SILTY, BROWN, FIRM AND SLIGHTLY PLASTIC.					
					TOTAL DEPTH- 45.5'					
50	++++				SAMPLE DEPTHS ANALYZED= 10' , 30' , 45'					

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-7
DRILLING DATE: 2/1/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USGS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)		TORVANE (PSF)
									LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
5	++++	▲	1			CL	TOPSOIL.				
10	++++	▲	2			ML CL	CLAY, DARK BROWN CLAY/TOPSOIL, FIRM, SILTY, SHORT ROOTS.				
15	++++	▲	3			GP	SAND, FINE BROWN SAND AT 9', WITH DARK BROWN CLAY SHOWN 10'. GRAVEL, DRY SAND, GRAVEL, AND COBBLES TO 3", loose, no matrix.				
20	++++	▲	4				GRAVEL, MOIST, ABUNDANT LITHIC AND GRANITIC PEBBLES.				
25	++++	▲	5				GRAVEL AND SAND UNCONSOLIDATED, FELL OUT OF SAMPLE ATTEMPTED AT 25'.				
30	++++	▲	6				GRAVEL, WEATHERED GRANITICS AND QUARTZ SAND, BROWN SILT MATRIX.				
35	++++	▲	7			SM GM	COARSE BROWN SAND TO 30.5', GREY BROWN SILT AT 31', WITH VERY FINE QUARTZ SAND. WATER AT 33'. SAND AND GRAVEL AT 35.5', SATURATED.				
40	++++						TOTAL DEPTH - 36.5'				
45	++++						SAMPLE DEPTHS ANALYZED = 5', 27', 35'				
50	++++										

SHEET 1 OF 1

LEGEND TO LOGS ON PLATE A-2

PLATE

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-8
DRILLING DATE: 2/1/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USGS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
							TOPSOIL					
5	+++	▲	1		CL		CLAY: DARK BROWN, FIRM, SILTY, TRACES OF GREY MOTTLED CLAY, TRACES OF ROOTS.					
					ML		SILT: LIGHT BROWN SILT, WITH TRACES OF VERY FINE -SILT SIZED QUARTZ SAND.					
10	+++	▲	2		CL		CLAY: BROWN AND MOTTLED GREY.					
15	+++	▲	3		GP		GRAVEL: GRANITIC AND LITHIC GRAVELS AND PEBBLES, SOME 2" COBBLES, ROUNDED-SUBROUNDED, COARSE QUARTZ SAND MATRIX, LOOSE.					
20	+++	▲	4				GRAVEL AND SAND: AS ABOVE, POORLY GRADED SAND AND GRAVEL.					
25	+++						TOTAL DEPTH- 21.5'					
							SAMPLE DEPTHS ANALYZED= 5' , 15'					
30	+++											
35	+++											
40	+++											
45	+++											
50	+++											

JOB NO.
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-9
DRILLING DATE: 2/1/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)
									LIQUID LIMIT (%)	PLASTIC LIMIT (%)	
						TOPSOIL					
5	++++	1			CL						
					ML	CLAY: MEDIUM-DARK BROWN, FIRM, SILTY, BECOMING SLIGHTLY SANDY AT 8'. VERY FINE QUARTZ AND BROWN SILT.					
10	++++	2			CL	CLAY: DARK BROWN, FIRM.					
					GP	SAND AND GRAVEL: UNCONSOLIDATED, SUBROUNDED-ROUNDED MULTICOLORED GRAVELS AND PEBBLES. FINE-COARSE GRAINED QUARTZ SAND MATRIX.					
15	++++	3									
20	++++	4			GM	SAND AND GRAVEL: AS ABOVE, WITH LESS GRAVEL AND A MINOR AMOUNT OF SILT MATRIX.					
						TOTAL DEPTH= 21.5'					
25	++++										
						SAMPLE DEPTHS ANALYZED= 10' , 20'					
30	++++										
35	++++										
40	++++										
45	++++										
50	++++										

WELL REMEDIATION BORINGS 1-30-89 thru 2-1-89

DUP

D-1	D-2	D-3	D-4	D-5	D-6	D-7	D-8	D-9
Clay/Sand PCE 17.4 ppb Others ND	Clay/Sand PCE 12.7 ppb Others ND	Clay/Sand PCE 7.86 ppb Others ND	Silt/Clay All < 5 ppb	Silt All < 5 ppb	Silt All < 5 ppb	Topsoil PCE 5.9 ppb	Silt/Clay All ND	Silt/Clay All < 5 ppb
Silt/Clay All < 5 ppb	Sand/Clay All < 5 ppb	Sand/Silt All < 5 ppb	Silt/Clay All ND	Silt All < 5 ppb	Silt/Clay All ND	Sand All < 5 ppb	Clay All < 5 ppb	Clay PCE 8.4 ppb Others ND
Sand/Gravel	Sand/Gravel All ND	Sand/Gravel	Sand/Gravel	Sand	Sand/Gravel	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel
Sand/Gravel PCE 8.58 ppb Others ND	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel All ND	Sand/Gravel All ND	Sand/Gravel	Gravel	Sand/Gravel	Sand PCE 6.95 ppb Others ND
Sand/Gravel	Sand/Gravel All ND	Sand/Gravel	Sand/Gravel	Sand/Gravel	Sand/Gravel	Not Recovered		
Gravel	Sand/Clay PCE 56.9 ppb TCE 75.5 ppb Others ND	Sand/Silt PCE 58.4 ppb TCE 41.9 ppb 1,1,1 TCA 525 ppb 1,1,2 TCA ND	Sand PCE 35.5 ppb TCE 29.7 ppb 1,1,1 TCA 8.35 ppb 1,1,2 TCA ND	Silt PCE 14 ppb TCE 70 ppb Others ND	Silt/Clay PCE 84 ppb TCE 125 ppb Others ND	Silt/Clay		
Gravel	Silt/Clay PCE 18.1 ppb TCE 28.6 ppb Others ND	Silt/Clay	Sand	Silt PCE 48.2 ppb TCE 320 ppb Others ND	Silt/Clay	Sand/Gravel/Silt All ND		
Clay PCE 21.3 ppb TCE 82.7 ppb Others ND				Silt/Clay PCE 58.5 ppb TCE 551 ppb Others ND	Clay			
Clay TCE 31.6 ppb Others ND				Clay All ND	Clay All ND			

32'
Ground
Water in
this range
36'

Prepared by
Ralph Wagner
PCE 10980
2-1-89



1851- 04828

Commercial Industrial Real Estate Since 1904

December 16, 1991

Ms. Carol Alford
WCM GROUP
Post Office Box 3247
Humble, Texas 77347-3247

Dear Carol:

I am enclosing a copy of the most recent Hole Borings and their location relative to the property line and the building on Parcel #1.

If this is not clear, I will make a copy of the prints I have and forward them to you.

Please let me know if this is what you need.

Sincerely,

DAUM
Commercial Industrial
Real Estate

A handwritten signature in black ink, appearing to be 'Skip' or 'A.M.', written over the printed name.

A. M. "Skip" McMahon

AMM:sk

Enclosures

AMM06SP

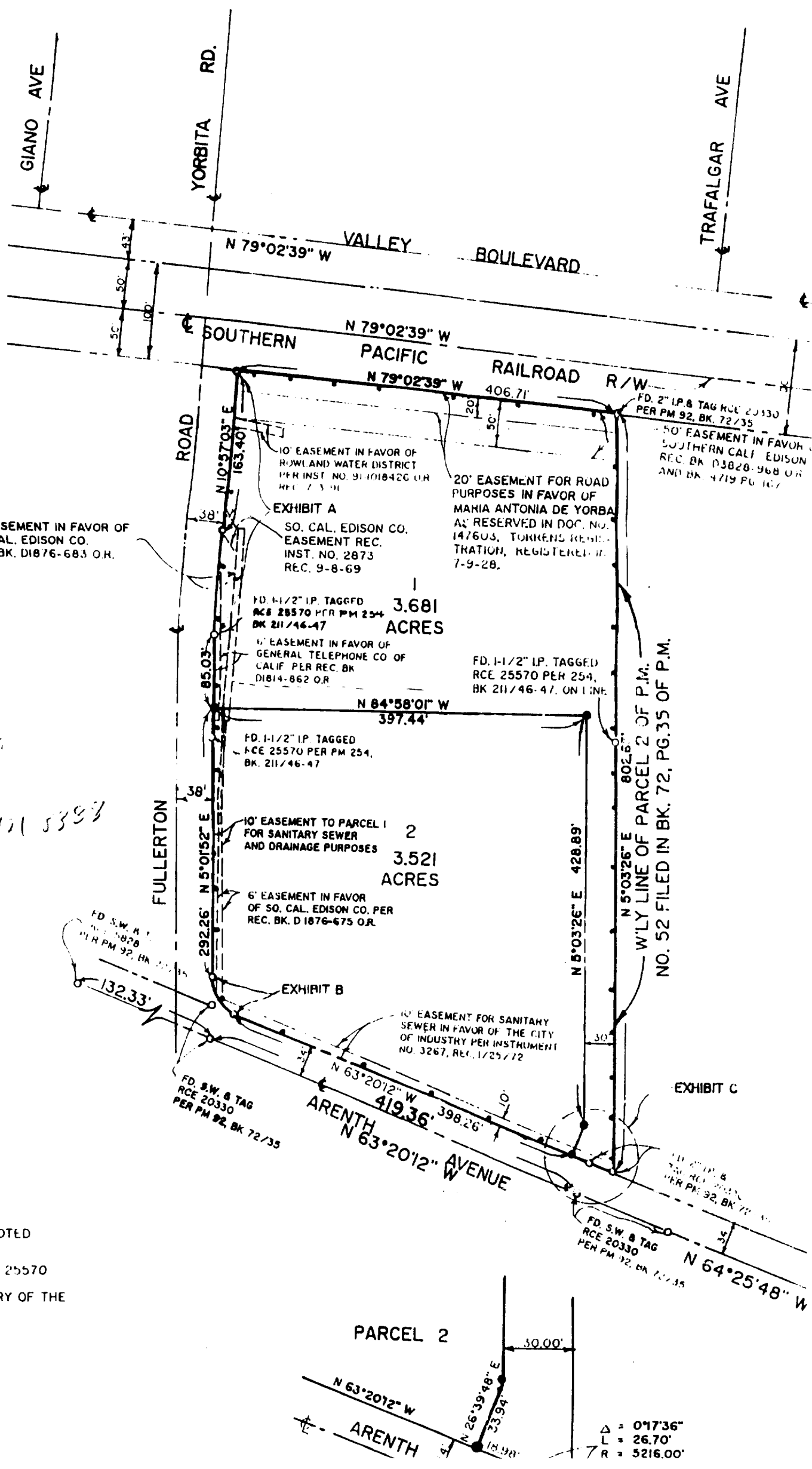
13191 Crossroads
Parkway North
Suite 115

City of Industry
CA 91746

(818) 336-9909
(213) 695-7244

Fax (213) 692-8067

1851-04828

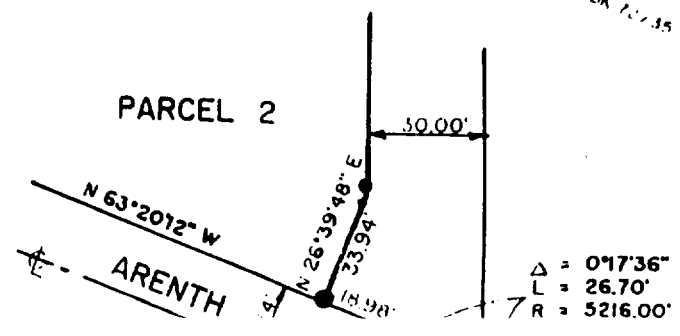


= 100'

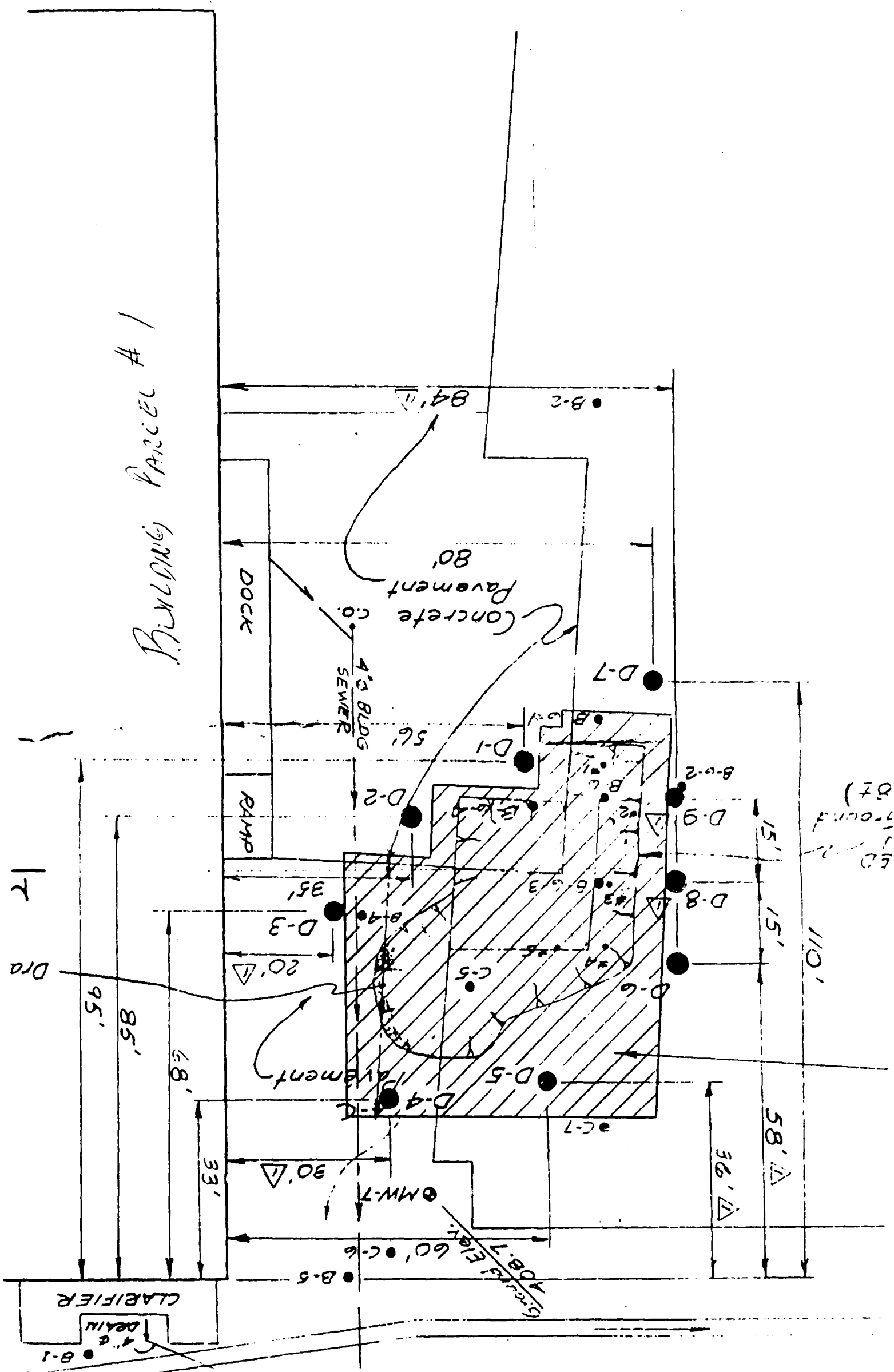
Handwritten:
 28570
 DLS
 310911 5898

LEGEND

- MONUMENT AS NOTED
- I.P. TAGGED R.C.F. 25570
- ES THE BOUNDARY OF THE BEING SUBDIVIDED
- S MAP.



Building Parcel # 1



Dup

LOG OF DRILL HOLE

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-1
DRILLING DATE: 1/30/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)		TORVANE (PSF)	ADDITIONAL TESTS
									LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
5	++++		1			CL	12" OF CEMENT.					PCE 111 TCA 112 TCA TCE 11 PARTS P BILLION PCE 174
10	++++		2			GC	CLAY; BROWN AND SILTY, SOME SAND.					
15	++++		3			GC	GRAVEL AND SAND; BROWN, COARSE SAND, GRAVEL TO 2", SUBROUNDED.					
20	++++		4			GP	GRAVEL; MULTICOLORED, 50% GRAVEL TO 2", MINOR CLAY MATRIX.					PCE 82
25	++++		5				COARSE SAND AND GRAVEL, AS ABOVE, TO 3".					
30	++++		6				SAND AND GRAVEL; BROWN, UNCONSOLIDATED, NO MATRIX, DRY TO SLIGHTLY MOIST.					
35	++++		7				GRAVEL TO 90%, TO 3", COARSE SAND MATRIX TO 36". SILT AT 36".					
40	++++		8			CL/ML	CLAY; BROWN TO GREY BROWN, SILTY, STICKY, MOIST.					PCE 21, TCE 82
45	++++		9				CLAY; BROWN-MOTTLED GREY, COMING OUT OF AUGERS AS CLAY BALLS.					TCE 34.
50	++++						TOTAL DEPTH- 46.5'					
							SAMPLE DEPTHS ANALYZED= 5' , 20' , 40' , 45'					

SHEET 1 OF 1

LEGEND TO LOGS ON PLATE A-2

PLATE

LOG OF DRILL HOLE

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-2
DRILLING DATE: 1/31/89
DATUM:
REFERENCE E.L.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)		TORVANE (PSF)	ADDITIONAL TESTS
									LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
5	++++		1			CL	12" OF CEMENT.					PCE#12 TCE#12 TCA TCE#12 TCA TCE#12 TCA TCE#12 TCA
10	++++		2			GP	TOPSOIL/CLAY; DARK BROWN, SILTY AND CLAYEY.					
15	++++		3			GP	LIGHTER BROWN COLOR AT 7".					
20	++++		4			SW	BROWN SILTY CLAY, BECOMING GREY SANDY CLAY AT 11", AND SAND AT 11.5".					
25	++++		5			GP	SAND AND GRAVEL WITH PEBBLES TO 2", UNCONSOLIDATED, DRY.					
30	++++		6			CL	SAND; COARSE GRAINED QUARTZ, MICACEOUS, DRY, MINOR FINE GRAVELS.					PCE#34 TCE#34 TCE#34
35	++++		7			CL	ABUNDANT GRAVEL WITH A COARSE SAND MATRIX, MINOR IRON STAINING.					
40	++++		8			ML	SAND; GREY CLAY MATRIX TO 31', FIRM BROWN SILTY CLAY BELOW 31'.					
45	++++						CLAY, BROWN WITH SOME MOTTLED GREY, FIRM.					
50	++++						BROWN SILTY CLAY WITH AN INCREASE OF VERY FINE-SILT SIZED SAND BELOW 40". OUTSIDE OF SAMPLER WET.					
							TOTAL DEPTH- 41.5'					
							SAMPLE DEPTHS ANALYZED= 5', 15', 25', 30', 35'					

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-3
DRILLING DATE: 1/31/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)	ADDITIONAL TESTS
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
							12" OF ASPHALT.						PCE 111 TCA 112 TCA TCE 11 PARTS PER BILLION
5	++++	▲	1			CL	CLAY/TOPSOIL: DARK BROWN, SILTY, ABUNDANT ROOTS.						PCE = 7.8
10	++++	▲	2			ML	SILT: BROWN, WITH TRACES OF VERY FINE SAND, BECOMING SANDY AT 11'.						
						GP	GRAVEL AT 12'.						
15	++++	▲	3			GP	GRAVEL: LOOSE BROWN GRAVELS TO 2", SOME RUST COLORS STREAKED.						
20	++++	▲	4			GM	SAND: BROWN, SOME GRAVEL TO 1", WITH SILTY GREY BROWN CLAY STREAKS 2" THICK, MOIST.						
25	++++		5			GP	GRAVEL: NO MATRIX, SAMPLE FELL OUT OF SPOON.						
30	++++	▲	6			SM	SAND: BROWN FINE SANDY AND SILTY SAND, MOIST, NO COARSE MATERIALS.						PCE = 58. 111 TCA = 5. TCE = 41
35	++++	▲	7			CL	WATER AT 34.5'. CLAY: BROWN, SILTY, WET.						1
40	++++						TOTAL DEPTH- 36.5'						
							SAMPLE DEPTHS ANALYZED= 5' , 20' , 30'						
45	++++												
50	++++												

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-4
DRILLING DATE: 1/31/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET)	DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)	ADDITIONAL TESTS
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
							12" OF ASPHALT.						PCE= 3 III TCA 12 TC TCE= 1 PARTS BILLION
5		++++	1			CL	TOPSOIL: SILTY AND CLAYEY, DARK BROWN.						
10		++++	2				CLAY: GREY AND BROWN, SILTY.						
						GP	SAND AND GRAVEL AT 12'.						
15		++++	3				GRAVEL: 2 TO 3" GRANITIC AND LITHIC PEBBLES, UNCONSOLIDATED.						
20		++++	4				SAND AND GRAVEL: LITHICS AND GRANITICS WITH QUARTZITES, WELL ROUNDED, COARSE SAND MATRIX, ABUNDANT IRON STAINING.						
25		++++	5				GRAVEL AND SAND: AS ABOVE.						
30		++++	6			GC	SAND: GREY, COARSE, QUARTZOSE, FRIABLE, MINOR GREY CLAY MATRIX.						PCE= 3 III TCA 8 TCE= 2
35		++++	7			CL	WATER AT 34', COARSE GREY SAND TO 36', VISIBLE CONTACT AT 36' WITH BROWN SILTY CLAY TO 36.5'.						1
40		++++					TOTAL DEPTH- 36.5'						
							SAMPLE DEPTHS ANALYZED= 10' , 20' , 30'						
45		++++											
50		++++											

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-5
DRILLING DATE: 1/30/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)	ADDITIONAL TESTS
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
							TOPSOIL						PCE=11 TCE=12 TCE IN PARTS PER BILLION
5	++++		1			CL	SILT: BROWN, CLAY/TOPSOIL?, TRACE VERY FINE SAND, ABUNDANT ROOTS.						
10	++++		2				CLAY: MOTTLED BROWN AND GREY, VERY SILTY.						
							GRAVEL AT 12'.						
15	++++		3			GP	SAND AND GRAVEL: COARSE RED BROWN MOIST SAND, OCCASIONAL 2" PEBBLES OF GRANITE.						
20	++++		4				GRAVEL AND SAND: UNCONSOLIDATED ROUNDED GRANITIC PEBBLES AND COARSE QUARTZ SAND.						
25	++++		5				SAND AND GRAVEL: PALE GREY CAST, UNCONSOLIDATED, 2" ROCKS, MOIST.						
30	++++		6			SM	BROWN SANDY SILT AT 30', UNCONSOLIDATED SAND AND GRAVEL FROM 31'-32'.						PCE=14 TCE=7.0
35	++++		7			CL	BROWN CLAYEY SILT BEGINS AT 34', MOIST, NO VISIBLE FREE WATER.						PCE=48 TCE=32
40	++++		8				BROWN SILTY CLAY, WATER ON TOP OF INNER BARREL OF SAMPLER, WATER ABOVE 40'.						PCE=58 TCE=55
45	++++						TOTAL DEPTH- 40.5'						
50	++++						SAMPLE DEPTHS ANALYZED= 20' , 30' , 35' , 40'						

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-6
DRILLING DATE: 2/1/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)	ADDITIONAL TESTS
								LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
					TOPSOIL						PCE TCA TCE PARTS BILLION
5	++++	1		CL	CLAY: LIGHT BROWN AND MOTTLED GREY, VERY SILTY, FIRM. TRACE LIGHT BROWN FINE SAND AT 6'.						
10	++++	2		CL	CLAY: BROWN AND MOTTLED GREY.						
15	++++	3		GP	GRAVEL: LOOSE SAND AND GRAVEL TO 2", NO MATRIX.						
20	++++	4			SAND AND GRAVEL: DRY, LIGHT GREY CAST, WITH STREAKS OF RUST COLORS/IRON OXIDE.						
25	++++	5			SAND AND GRAVEL TO 3".						
30	++++	6		ML CL	BROWN SILT AT 30'. CLAY: MOTTLED GREY AND BROWN, SILTY AND FIRM AT 31'.						PCE=7. TCE=1
35	++++	7		CL	MOTTLED GREY AND BROWN SILTY CLAY WITH THIN FINE GRAINED SANDY LENSES 1-2" THICK, MOIST-DAMP.						
40	++++				CLAY: VERY FIRM, SILTY, VERY TIGHT.						
45	++++				CLAY: SILTY, BROWN, FIRM AND SLIGHTLY PLASTIC.						
					TOTAL DEPTH- 45.5'						
50	++++				SAMPLE DEPTHS ANALYZED= 10' , 30' , 45'						

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-7
DRILLING DATE: 2/1/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USGS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		TORVANE (PSF)	ADDITIONAL
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
5	++++		1			CL	TOPSOIL. CLAY: DARK BROWN CLAY/TOPSOIL, FIRM, SILTY, SOME ROOTS.						PCE MTC #12 TC TCE PARTS BILL PCE:
10	++++		2			ML CL	SAND: FINE BROWN SAND AT 9', WITH DARK BROWN CLAY BELOW 10'.						
15	++++		3			GP	GRAVEL: DRY SAND, GRAVEL, AND COBBLES TO 3", loose, no matrix.						
20	++++		4				GRAVEL: MOIST, ABUNDANT LITHIC AND GRANITIC PEBBLES.						
25	++++		5				GRAVEL AND SAND UNCONSOLIDATED, FELL OUT OF SAMPLE ATTEMPTED AT 25'.						
30	++++		6			SM	GRAVEL: WEATHERED GRANITICS AND QUARTZ SAND, BROWN SILTY MATRIX.						
35	++++		7			GM	COARSE BROWN SAND TO 30.5', GREY BROWN SILT AT 31', WITH VERY FINE QUARTZ SAND. WATER AT 33'. SAND AND GRAVEL AT 35.5', SATURATED.						
40	++++						TOTAL DEPTH- 36.5'						
45	++++						SAMPLE DEPTHS ANALYZED= 5' , 27' , 35'						
50	++++												

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USGS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTENDING LIMITS		TORVANE (PSF)	ADDITIONAL TESTS
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
5	++++		1			CL	TOPSOIL CLAY; DARK BROWN, FIRM, SILTY, TRACES OF GREY MOTTLED CLAY, TRACES OF ROOTS.						PCF MIL/TC 11/2 TC/1 TCE IF PARTS F BILLION
10	++++		2			ML	SILT; LIGHT BROWN SILT, WITH TRACES OF VERY FINE -SILT SIZED QUARTZ SAND.						
15	++++		3			GP	CLAY; BROWN AND MOTTLED GREY. GRAVEL; GRANITIC AND LITHIC GRAVELS AND PEBBLES, SOME 2" COBBLES, ROUNDED-SUBROUNDED, COARSE QUARTZ SAND MATRIX, LOOSE.						
20	++++		4				GRAVEL AND SAND; AS ABOVE, POORLY GRADED SAND AND GRAVEL. TOTAL DEPTH- 21.5' SAMPLE DEPTHS ANALYZED= 5' , 15'						
25	++++												
30	++++												
35	++++												
40	++++												
45	++++												
50	++++												

JOB NO.:
PROJECT: MONADNOCK PROPERTY
LOCATION:
DRILLING METHOD: Hollow Stem Auger

LOGGED BY: Mark Roberts
CHECKED BY: Robert Fox

DRILL HOLE NO.: D-9
DRILLING DATE: 2/1/89
DATUM:
REFERENCE EL.: G.L.

ELEVATION (FEET) DEPTH	DRILLING RATE (MINUTES/FEET) AND CASING	SAMPLE	SAMPLE NO.	BLOW COUNT (BLOWS PER FOOT)	GRAPHIC LOG	USCS	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	ATTENDING LIMITS		TORVANE (PSF)	ADDITIONAL TESTS
										LIQUID LIMIT (%)	PLASTIC LIMIT (%)		
5	++++		1			CL	TOPSOIL						PCE 11 TCA 112 TCA 112 TCA TCE IN PARTS PER BILLION
10	++++		2			CL	CLAY: MEDIUM-DARK BROWN, FIRM, SILTY, BECOMING SLIGHTLY SANDY AT 8'. VERY FINE QUARTZ AND BROWN SILT.						PCE=8.4
15	++++		3			GP	SAND AND GRAVEL: UNCONSOLIDATED, SUBROUNDED, ROUNDED MULTICOLORED GRAVELS AND PEBBLES, FINE- COARSE GRAINED QUARTZ SAND MATRIX.						PCE=8.4
20	++++		4			GM	SAND AND GRAVEL: AS ABOVE, WITH LESS GRAVEL AND A MINOR AMOUNT OF SILT MATRIX.						PCE=8.4
25	++++						SAMPLE DEPTHS ANALYZED= 10' , 20'						
30	++++												
35	++++												
40	++++												
45	++++												
50	++++												

SHEET 1 OF 1

LEGEND TO LOGS ON PLATE A-2

PLATE

MUNAUWUK SITE - LIT. OF INDUSTRY
SOIL REMEDIATION BORINGS
1-30-89 thru 2-1-89

DUP

	D-1	D-2	D-3	D-4	D-5	D-6	D-7	D-8	D-9
und Face									
5'	Clay/Sand PCE 17.4 ppb Others ND	Clay/Sand PCE 12.7 ppb Others ND	Clay/Sand PCE 7.86 ppb Others ND	Silt/Clay All < 5 ppb	Silt All < 5 ppb	Silt All < 5 ppb	Topsoil PCE 5.9 ppb	Silt/Clay All ND	Silt/Clay All < 5 ppb
10'	Silt/Clay All < 5 ppb	Sand/Clay All < 5 ppb	Sand/Silt All < 5 ppb	Silt/Clay All ND	Silt All < 5 ppb	Silt/Clay All ND	Sand All < 5 ppb	Clay All < 5 ppb Others ND	Clay PCE 8.4 ppb Others ND
15'	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel	Sand/Gravel	Sand	Sand/Gravel	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel
20'	Sand/Gravel PCE 8.58 ppb Others ND	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel All ND	Sand/Gravel All ND	Sand/Gravel	Gravel	Sand/Gravel	Sand PCE 6.95 ppb Others ND
25'	Sand/Gravel	Sand/Gravel All ND	Sand/Gravel	Sand/Gravel	Sand/Gravel	Sand/Gravel	Not Recovered		
30'	Gravel	Sand/Clay PCE 56.9 ppb TCE 75.5 ppb Others ND	Sand/Silt PCE 58.4 ppb TCE 41.9 ppb 1,1,1 TCA 525 ppb 1,1,2 TCA ND	Sand PCE 35.5 ppb TCE 29.7 ppb 1,1,1 TCA 8.35 ppb 1,1,2 TCA ND	Silt PCE 14 ppb TCE 70 ppb Others ND	Silt/Clay PCE 84 ppb TCE 125 ppb Others ND	Silt/Clay		
35'	Gravel	Silt/Clay PCE 48.1 ppb TCE 286 ppb Others ND	Silt/Clay	Sand	Silt PCE 48.2 ppb TCE 320 ppb Others ND	Silt/Clay	Sand/Gravel/Silt All ND		
40'	Clay PCE 21.3 ppb TCE 82.7 ppb Others ND				Silt/Clay PCE 58.5 ppb TCE 551 ppb Others ND	Clay			
45'	Clay TCE 31.6 ppb					Clay All ND			

32' —
Ground
Water in
this range
36'

Prepared by
Ralph Wagner
PCE 10980
7.1.89



1851- 04828

Commercial Industrial Real Estate Since 1974

December 31, 1991

Ms. Carol Alford
WCM GROUP
Post Office Box 3247
Humble, Texas 77347-3247

Dear Ms. Alford:

The only monitoring well on Lot #2 not shown in the copy I sent you is MW-3, which is in the Southwest Corner of the property.

I am having copies made of the 3 prints I have and will send them to you next week.

Call me if you need any other information.

Sincerely,

DAUM
Commercial Industrial
Real Estate

A. M. "Skip" McMahon

AMM:sk

Enclosures

AMM01SW



Commercial Industrial Real Estate Since 1904

January 2, 1992

Ms. Carol Alford
WCM GROUP
Post Office Box 3247
Humble, Texas 77347-3247

Dear Ms. Alford:

Enclosed are copies of prints showing work done by Ralph Wagner in 1988, 1989 and 1990.

Please call me if you need any thing else.

Sincerely,

DAUM
Commercial Industrial
Real Estate

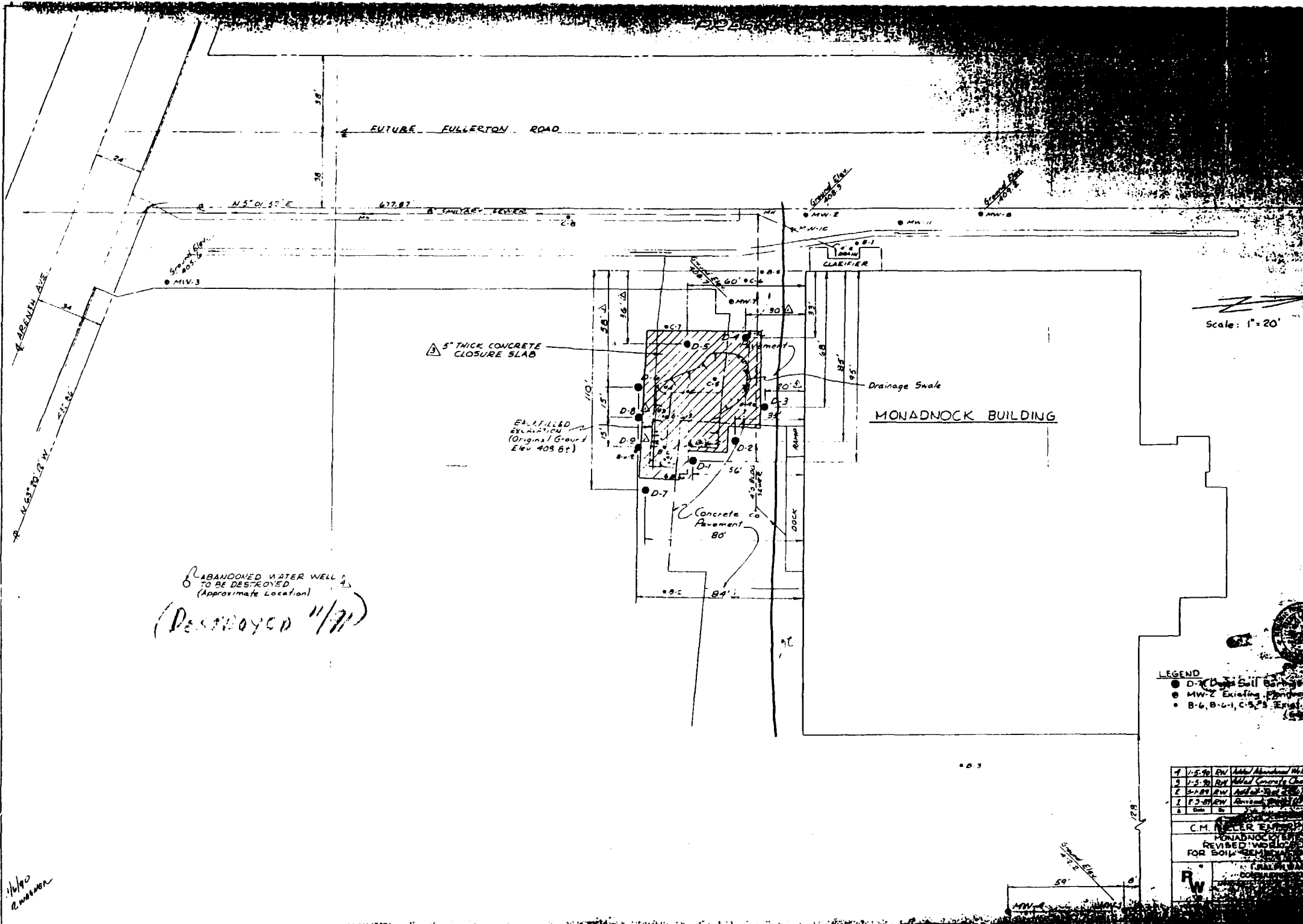
A handwritten signature in dark ink, appearing to be 'Skip' or 'A.M.', written in a cursive style.

A. M. "Skip" McMahon

AMM:sk

Enclosures

AMM02SW



Scale: 1" = 20'

- LEGEND
- D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13, D-14, D-15, D-16, D-17, D-18, D-19, D-20, D-21, D-22, D-23, D-24, D-25, D-26, D-27, D-28, D-29, D-30, D-31, D-32, D-33, D-34, D-35, D-36, D-37, D-38, D-39, D-40, D-41, D-42, D-43, D-44, D-45, D-46, D-47, D-48, D-49, D-50, D-51, D-52, D-53, D-54, D-55, D-56, D-57, D-58, D-59, D-60, D-61, D-62, D-63, D-64, D-65, D-66, D-67, D-68, D-69, D-70, D-71, D-72, D-73, D-74, D-75, D-76, D-77, D-78, D-79, D-80, D-81, D-82, D-83, D-84, D-85, D-86, D-87, D-88, D-89, D-90, D-91, D-92, D-93, D-94, D-95, D-96, D-97, D-98, D-99, D-100.
 - MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8, MW-9, MW-10, MW-11, MW-12, MW-13, MW-14, MW-15, MW-16, MW-17, MW-18, MW-19, MW-20, MW-21, MW-22, MW-23, MW-24, MW-25, MW-26, MW-27, MW-28, MW-29, MW-30, MW-31, MW-32, MW-33, MW-34, MW-35, MW-36, MW-37, MW-38, MW-39, MW-40, MW-41, MW-42, MW-43, MW-44, MW-45, MW-46, MW-47, MW-48, MW-49, MW-50, MW-51, MW-52, MW-53, MW-54, MW-55, MW-56, MW-57, MW-58, MW-59, MW-60, MW-61, MW-62, MW-63, MW-64, MW-65, MW-66, MW-67, MW-68, MW-69, MW-70, MW-71, MW-72, MW-73, MW-74, MW-75, MW-76, MW-77, MW-78, MW-79, MW-80, MW-81, MW-82, MW-83, MW-84, MW-85, MW-86, MW-87, MW-88, MW-89, MW-90, MW-91, MW-92, MW-93, MW-94, MW-95, MW-96, MW-97, MW-98, MW-99, MW-100.
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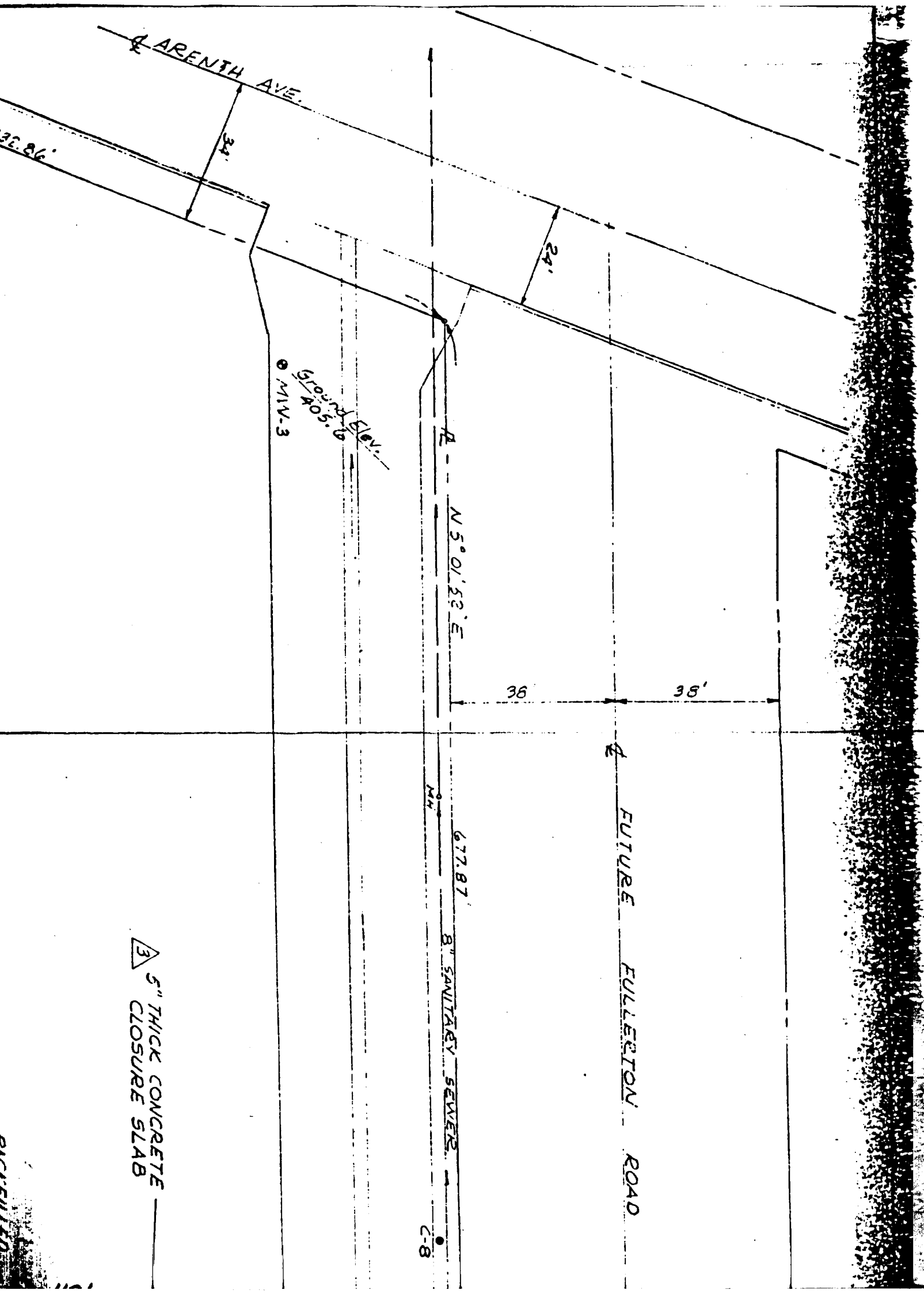
11/90
R. W. Emerson

SUMMARY OF 50 SAMPLING

88/PE/74

RACON WAGERT

OPUSCULE 6 BILGİGEN



3 5" THICK CONCRETE
CLOSURE SLAB

MONADNOCK BUILDING

Ground Elev. 409.2

MW-8

MW-11

Ground Elev. 408.9

MW-2

MW-10

1" DRAIN

CLARIFIER

Drainage Swale

Ground Elev. 408.7

MW-7

B-5

C-6

20' Δ

D-4

D-5

C-5

D-6

C-7

20' Δ

D-3

35'

56' Δ

58' Δ

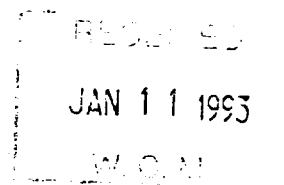


1851-04628

TRW

TRW Electronic Systems
Group

One Space Park
Redondo Beach, CA 90278
213 812 4321



6 January 1993

Mr. Dan Norman
Rollins Leasing Corporation
One Rollins Playa
P.O. Box 1791
Wilmington, DE 19803

Re: Ongoing Environmental Activities on the New Rollins Property
- Arenth Avenue, City of Industry, California

Dear Mr. Norman:

This is a follow-up letter to our phone conversation in mid December 1992 in which we discussed the ongoing environmental activities on the Arenth Avenue property. As mentioned, TRW Inc. will be conducting soil and groundwater remediation activities on the northern portion of this tract over the next few years. For the southern portion, which is now owned by Rollins Leasing Corporation, only soil remediation activities will be conducted.

As you are aware, soil remediation work will be carried out on the western portion of the Rollins property along Fullerton Road. The soil vapor extraction and monitoring wells installed in that area will serve that purpose. The operation consists of placing a skid-mounted vapor extraction system adjacent to each of the extraction wells to withdraw organic vapors from the subsurface formation. This process will continue for a few months at a time over a two to three year period. It is anticipated that the work on this section of the property will begin by late 1993. Groundwater monitoring wells installed along this area will be used for periodic (quarterly or semi-annual) sampling.

In addition to the section along the western portion of the Rollins property, soil vapor extraction and monitoring will also be carried out along the south side of the Rollins' northern boundary. We were unaware that the newly installed soil extraction and monitoring wells are actually inside the Rollins property until it was pointed out by Mr. Howard Parsell, the structural engineer contracted by Rollins, during our site visit on 16 December 1992. We apologize for any inconvenience this may have caused. However, the placement of these soil vapor extraction and monitoring wells was directed by the California Regional Water

6 January 1993

Page 2

Quality Control Board based on the concentrations of soil vapor immediately beneath this area.

The remedial process in the area along the northern Rollins property line will be the same as that for the western section along Fullerton Road. It is anticipated that this work will not begin until early 1994 and that the vapor extraction equipment will most likely occupy Trailer Stall No. 8 (according to the latest Rollins site development plan) during the remediation process. In the meantime, it was agreed upon with Mr. Parsell that the groundwater monitoring well located on the northwest corner of the Rollins property and the two soil vapor wells along the northern property line would be marked and graded over during the site grading operation. At such time when the paving operation commences, TRW will be responsible for extending the casing of these wells to match the existing grade.

I hope that this update provides you with enough information as to what we have planned and how the remediation process will take place. Our objective is to do whatever we can to minimize any disturbance or impact to Rollins' business operations. We appreciate your understanding and cooperation with our remediation activities. Feel free to call me at (310) 813-2720 if any questions or concerns should arise. Written correspondence can be sent to me at the following address:

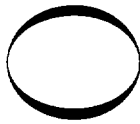
TRW Inc.
One Space Park, 140/1536
Redondo Beach, CA 90278

Sincerely,



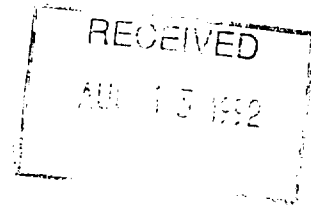
Joseph P. Kwan
Project Manager
TRW Inc.

cc: G.L. Carroll - The WCM Group, Inc.
C.M. Miller - C.M. Miller Enterprises
R.S. Ottinger - TRW Inc.
R.M. Walter - TRW Inc.



Rollins Leasing Corp.

One Rollins Plaza
P.O. Box 1791, Wilmington, Delaware 19899
Phone: 302/426-2700



CORPORATE HEADQUARTERS

August 10, 1992

Mr. Gary Carroll
WCM Group, Inc.
P.O. Box 3247
Humble, TX 77347

RE: **CITY OF INDUSTRY #2**

Dear Gary:

Howard and I had an excellent meeting with the City of Industry with respect to the mitigation measures. The letter that you put together was very helpful, and we believe that our #1 concern will be addressed by that letter with respect to the 17 cam metals, etc. Howard obtained, from Charlie Miller, a copy of TRW's latest work plan. This is included for your review and files. In addition, the contact at TRW is Joe Kwan at (310) 813-2720. Please contact Mr. Kwan to insure that we are listed to be copied on all submittals to the RWQCB.

If you have any questions or comments, do not hesitate to contact me.

Very truly yours,

ROLLINS LEASING CORP.

Daniel C. Norman
Manager - Facilities

DCN/ed
Enclosure

IDEA

id environmental associates, inc.

**WORK PLAN TO REMEDIATE SOILS AND INVESTIGATE
GROUNDWATER IMPACTED BY VOLATILE ORGANIC
COMPOUNDS AT MONADNOCK COMPANY FACILITY
IN CITY OF INDUSTRY, CALIFORNIA**

Prepared for:

**TRW Inc.
One Space Park 140/1536
Redondo Beach, California 90278**

March 1992

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WORK PLAN TO REMEDIATE SOILS AND INVESTIGATE GROUNDWATER IMPACTED BY VOLATILE ORGANIC COMPOUNDS AT MONADNOCK COMPANY FACILITY IN CITY OF INDUSTRY, CALIFORNIA

1.0 INTRODUCTION

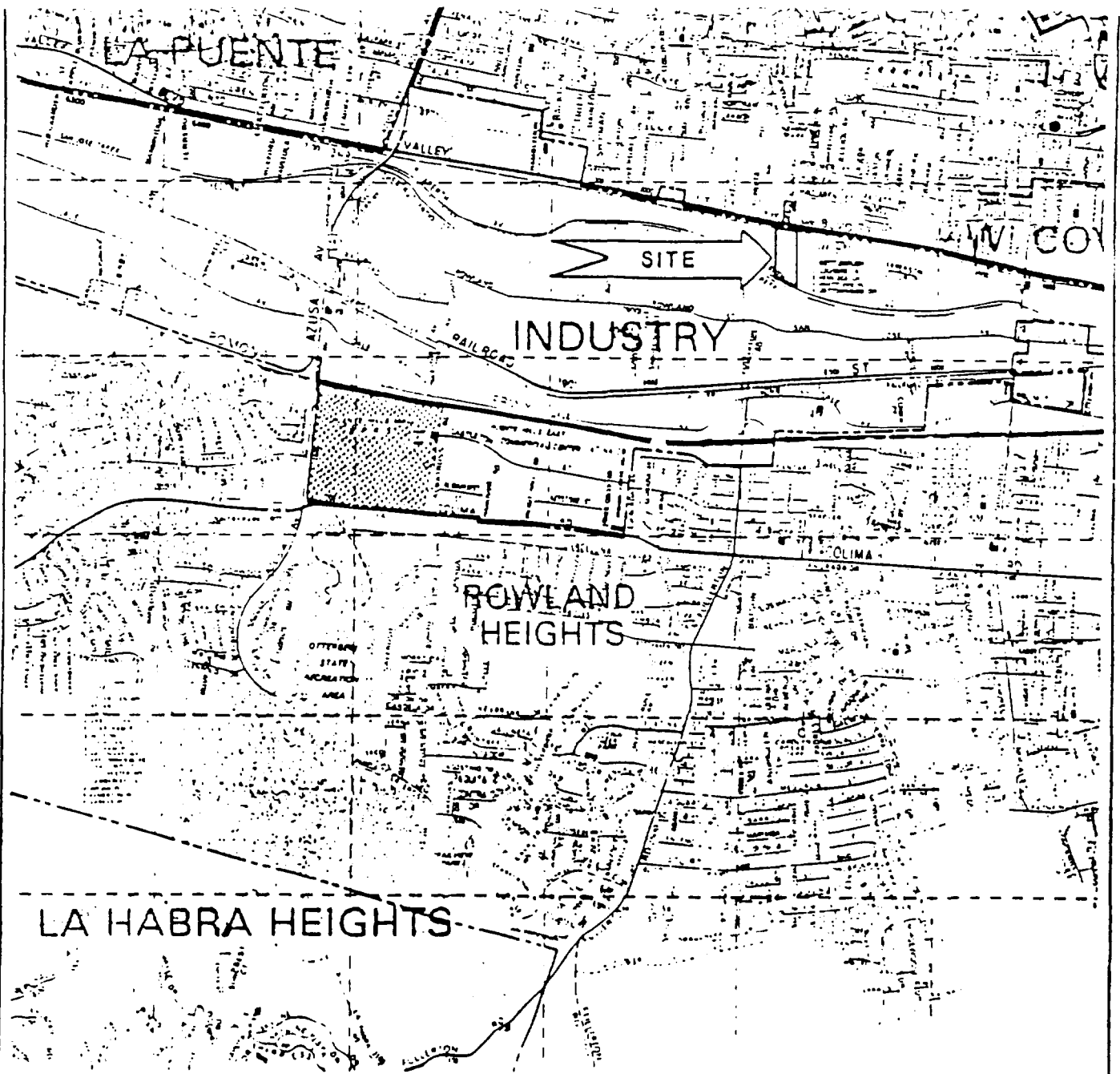
TRW Inc. (TRW), as a condition of the amended Cleanup and Abatement Order 88-057 (dated September 29, 1989) issued by the California Regional Water Quality Control Board - Los Angeles Region (RWQCB), is required to "determine any other contamination sources in the vadose zone on site (at the Monadnock Company facility) and evaluate threat to groundwater from residual contamination." To accomplish this goal, TRW used a phased approach, whereby (1) potential sources of contamination in the vadose zone were identified (Phase 2A) and (2) after identifying the potential sources of contamination, the lateral and vertical extent of contamination was evaluated (Phase 2B).

As a result of the Phase 2A and Phase 2B soil investigations, it was concluded by TRW and the RWQCB that remediation of soils containing volatile organic compounds (VOCs) is required at the Monadnock Company facility (see Figure 1 for site location). In addition, because underlying groundwater potentially could have been impacted by the VOCs in the soil, further groundwater investigation is planned. This work plan summarizes the activities that will be undertaken to accomplish these tasks.

2.0 REMEDIATION OF VOC-CONTAINING SOIL

Based on the historical uses of the site, the locations of potential pathways (underground structures, piping, drains) for VOCs to impact subsurface soils, and the analytical data generated during the Phase 2A and Phase 2B soil investigations, it was concluded that VOCs have impacted subsurface soils at the Monadnock Company site. During the Phase 2A soil investigation conducted in 1990, Woodward-Clyde Consultants identified the following areas at the Monadnock Company facility that contained VOCs in soil gas:

- o Sewer line and area adjacent to Monitoring Well MW-3
- o Southwest corner of building and alleged former swamp area
- o Southeast corner of building and bermed area along east wall of building
- o Degreaser area inside building
- o Pavement line south of building



SITE LOCATION

Project No.:

Date: SEPT 1960

Project:

TRW-MONADNOCK

Fig. 1

Additional soil gas work conducted by ID Environmental Associates, Inc. (IDEA) during Phase 2B in 1991 confirmed the findings of the Phase 2A investigation.

The data from the Phase 2A and Phase 2B soil gas surveys indicated that much of the VOC-containing soil gas beneath the Monadnock Company property probably has resulted from gas migration, rather than VOCs being present in the soil matrix. Areas apparently impacted by migrating VOC-containing soil gas include the heat treatment room, the sewer line and area adjacent to Monitoring Well MW-3, the southwest corner of the building and the alleged former swamp area, the southeast corner of the building, and the pavement line south of the building.

To confirm that elevated VOC concentrations in soil gas were the result of migrating soil gas and not VOCs present in the soil matrix, IDEA drilled soil borings in each area containing elevated concentrations of VOCs in soil gas. Soil samples were collected from each boring and analyzed for purgeable halogenated volatile organics (EPA Method 8010) or VOCs (EPA Method 8260). Significant concentrations of VOCs [in the hundreds and low thousands of micrograms of compound per kilogram of soil ($\mu\text{g/kg}$)] were only detected in the subsurface soil matrix beneath the degreaser area. Insignificant concentrations of VOCs (in the low tens of $\mu\text{g/kg}$ or less) were detected in other areas at the site.

2.1 Vapor Extraction System

To remediate elevated VOC concentrations in both soil gas and the soil matrix, a vapor extraction system (VES) will be used at the Monadnock Company site.

The VES will consist of the following components:

- o Vapor extraction wells, each of 4-inch diameter
- o Pressure monitor wells of 2-inch diameter
- o One 5-horsepower blower and motor (size pending results of pilot test)
- o Air emissions control unit
- o Related piping and gauges

Through the use of the blower, a vacuum (less than atmospheric pressure) will be maintained on the extraction well(s). Because a pressure differential will exist between the extraction well(s) and the surrounding soil, air will flow through the VOC-impacted soil toward the well(s). Compounds with a measurable vapor pressure will then be stripped from the soil by the moving air. These compounds will be collected at the extraction well(s) and discharged to the atmosphere through the air emissions control unit.

The pressure monitor wells will be used to evaluate certain system performance characteristics. Pressures will be monitored at 5, 15, and 25 feet of depth within each of the wells. These data will be used to evaluate soil gas flow patterns within the zone of impacted soil, thus documenting that these soils are being influenced by the VES. In addition, the pressure monitor wells will be used to measure real-time concentrations of VOCs in soil gas, thus documenting that elevated VOC concentrations in soil gas are being remediated.

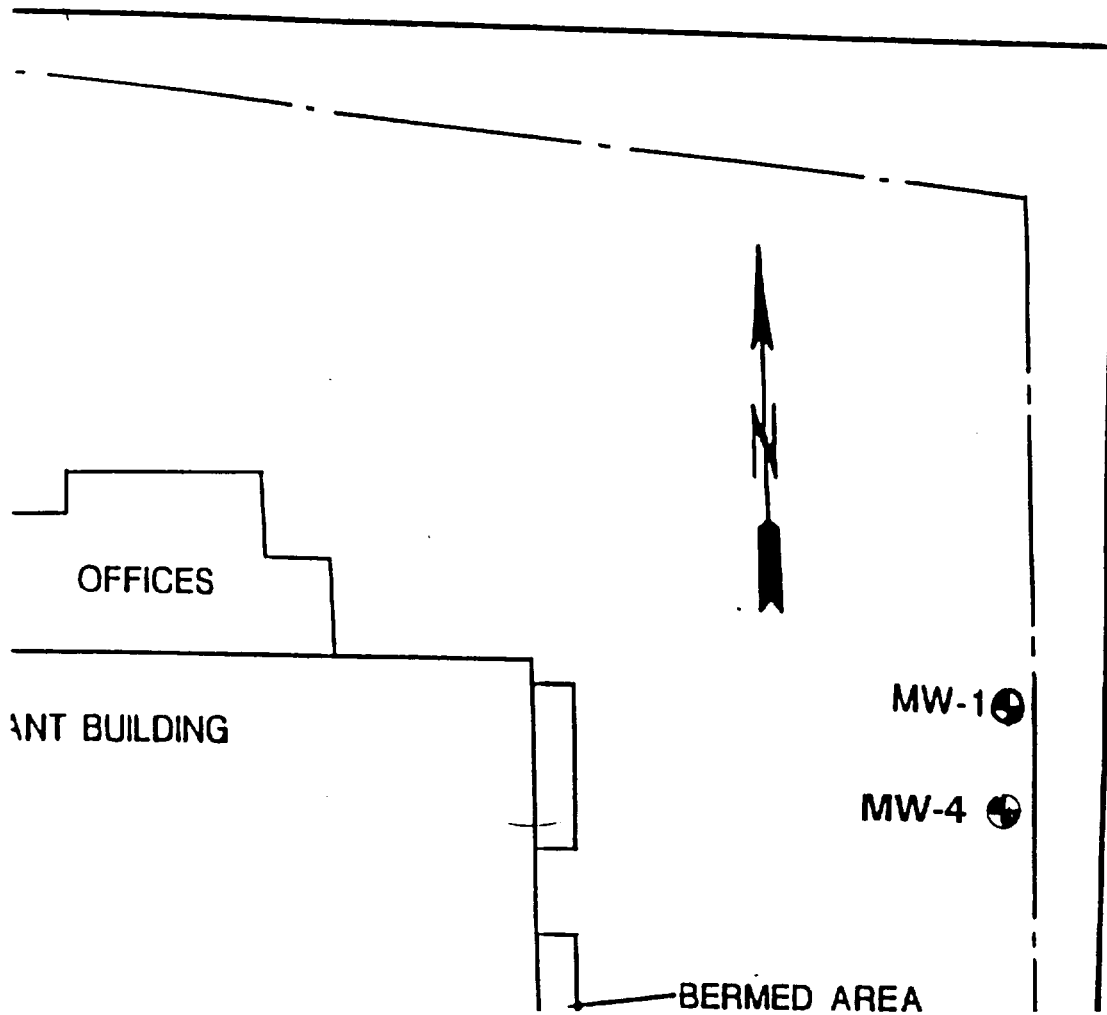
2.1.1 Design Requirements

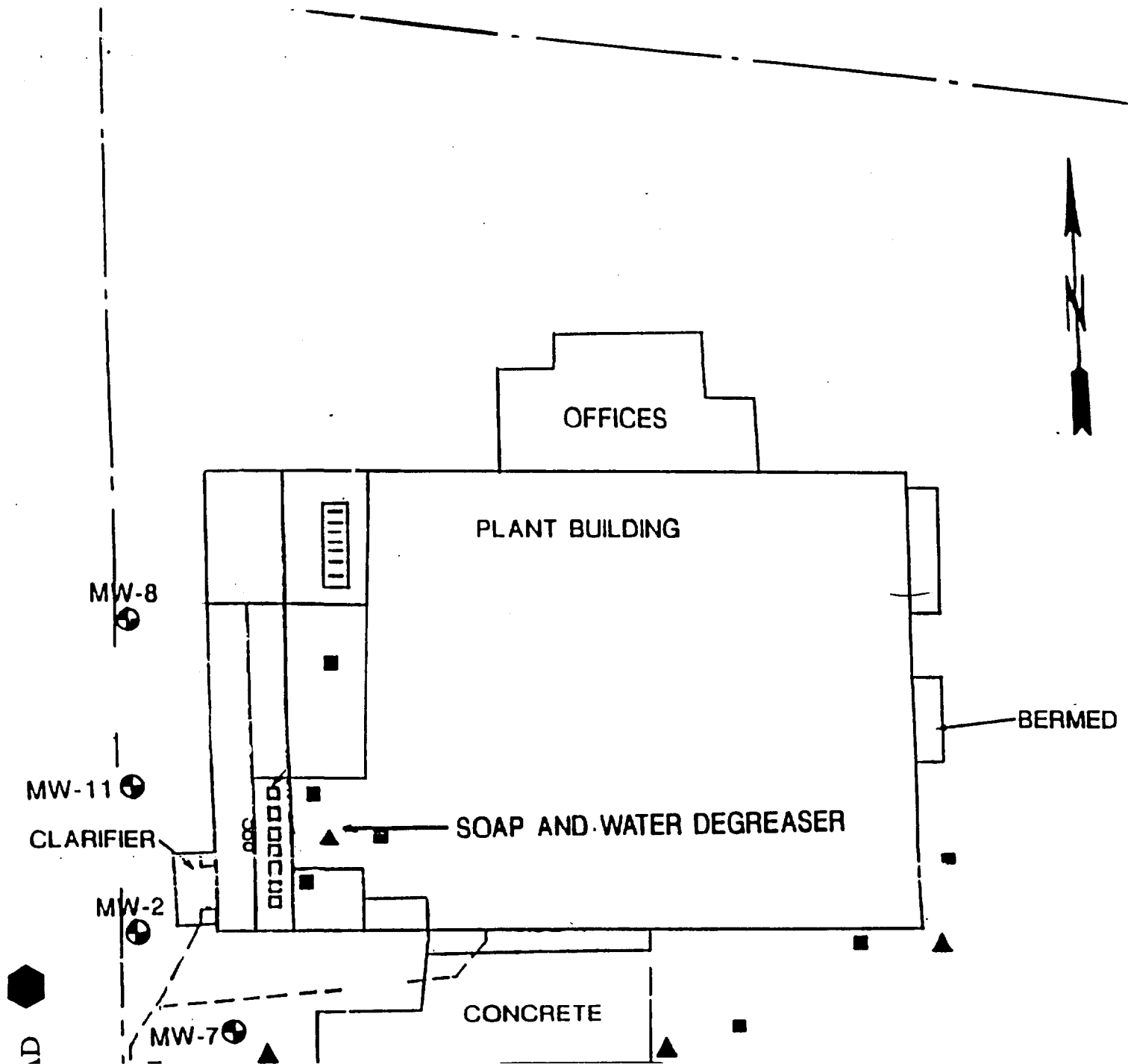
Soil remediation at the Monadnock Company site will be conducted on a phased basis, occurring first in the degreaser area. Following completion of soil remediation in the degreaser area, the VES unit will be moved to the sewer line/Monitoring Well MW-3 area, and soil remediation begun in that area. This sequence will be repeated until all areas requiring soil remediation have been treated.

Vapor extraction and pressure monitor wells will be installed in all areas at one time. Proposed locations are shown on Figure 2. Well installation will occur as follows:

- o **Degreaser area** - One extraction well and four pressure monitor wells will be installed. One of the pressure monitor wells will be located between the degreaser area and the heat treatment room (see Figure 2) to evaluate if VOC-containing soil gas beneath the heat treatment room is being captured by the VES.
- o **Sewer line and area adjacent to Monitoring Well MW-3** - One extraction well and two pressure monitor wells will be installed.
- o **Southwest corner of building and alleged former swamp area** - One extraction well and one pressure monitor well will be installed.
- o **Southeast corner of building and bermed area along east wall of building** - One extraction well and two pressure monitor wells will be installed.
- o **Pavement line south of building** - One extraction well and one pressure monitor well will be installed.

Vapor extraction wells will be slotted from 2 to 25 feet below grade. Pressure monitor wells will consist of 1-foot slotted sections at depths of 5, 15, and 25 feet below grade. Wells will not extend to depths greater than 25 feet below grade to avoid contact with the underlying groundwater (located at 30 to 35 feet below grade).





To assist in sizing the VES blower and motor, a pilot test will be conducted. After installation of the vapor extraction and pressure monitor wells in the degreaser area, a portable blower and motor will be brought to and used at the Monadnock Company site to evaluate the following parameters:

- o Range of flow rates of extracted soil gas from extraction wells
- o Expected organic compound concentrations in the extracted soil gas

2.1.2 Regulatory Agency Permits

Regulatory agencies that may require approvals or permits to operate the VES are the California Environmental Protection Agency - Department of Toxic Substances Control (DTSC), the South Coast Air Quality Management District (SCAQMD) and the RWQCB. Following specification of the VES equipment and air emissions control device, the necessary permit applications will be prepared for submittal to the DTSC, SCAQMD and RWQCB. These agencies may impose certain restrictions as part of their approval to operate, including:

- o Onsite monitoring of the VES at periodic intervals, with recording of the following parameters:
 - subsurface pressures and VOC concentrations at pressure monitor wells
 - velocity, temperature, and pressure of extracted soil gas stream to air emissions control unit
 - organic compound concentrations of inlet and exhaust gas streams to and from the air emissions control unit
- o Performance test of VES air emissions control unit soon after startup of equipment
- o Preparation of written documentation to establish effectiveness of the VES

2.1.3 Air Emissions Control

Based on the estimated quantity of VOCs present in the soil gas and soil matrix, it is anticipated that the air emissions control system will use carbon adsorption. The carbon adsorption system will consist of two or three canisters in series.

2.2 Soil Sampling and Analysis

It is anticipated that two soil sampling and analysis events will occur over the life of the remediation project. These events will occur at the middle and at the end of the project. Presently, it is anticipated that each event will consist of the following activities:

- o Drilling of soil borings to 25 feet of depth and collection of soil samples from within each boring at 5-foot intervals.
- o Analysis of collected soil samples for purgeable halogenated volatile organics using EPA Method 8010

The data from the first soil sampling and analysis event will be used to assess the on-going effectiveness of the VES. After review of the data, modifications will be made to the VES as necessary [e.g., using the pressure monitor well(s) as additional extraction well(s)]. The data from the second soil sampling and analysis event will be used to document that the soil remediation project is complete.

2.3 Preparation of Final Closure Report

Following completion of the soil remediation project, a final closure report will be prepared. The report will summarize the following topics:

- o Previous soil investigation programs conducted at the site
- o Soil remediation program conducted in degreaser area, sewer line and area adjacent to Monitoring Well MW-3, southwest corner of building and alleged former swamp area, southeast corner of building and bermed area along east wall of building, and pavement line south of building. Included will be a description of the VES and the results of the confirmatory analyses.

The report will include copies of the chain-of-custody forms and analytical laboratory reports relevant to the soil remediation programs.

3.0 GROUNDWATER INVESTIGATION

To evaluate if groundwater has been impacted at the Monadnock Company site, a groundwater investigation program (Phase 3) will be undertaken. The Phase 3 program will consist of (1) the installation of additional groundwater monitoring wells and (2) groundwater sampling and analysis using the existing and proposed wells.

Initially, the objective of the groundwater investigation will be to identify onsite areas at which groundwater may have been impacted by VOCs. The initial investigation will focus on the uppermost groundwater zone (located at approximately 30 to 35 feet below the ground surface). After these areas have been identified, an additional investigation will be conducted to assess the extent of VOC-impacted groundwater, both onsite and offsite.

The following subsections describe the initial groundwater investigation.

3.1 Installation of Additional Groundwater Monitoring Wells

Presently, seven groundwater monitoring wells are located on the Monadnock Company property (see Figure 2 for well locations). A recent sounding of the wells (March 11, 1992) indicates that five of the wells (Wells MW-1, MW-2, MW-4, MW-7, and MW-8) extend to between 45 and 50 feet of depth; Well MW-11 extends to a depth greater than 100 feet. Well MW-3 was inaccessible at the time of the well soundings due to the construction of Fullerton Road. Previous sampling and analysis of groundwater samples from these wells (conducted in 1989) indicated the presence of chlorinated organic compounds at concentrations ranging from the low micrograms of compound per liter of water ($\mu\text{g/l}$) to hundreds of $\mu\text{g/l}$.

The initial groundwater investigation will use the existing wells and additional wells to be installed. The additional wells will be located as follows:

- o One well will be sited along the eastern fence line, near Arenth Avenue. This well, in addition to the existing Wells MW-1 and MW-4, will be used to assess the chemical quality of groundwater flowing onto the Monadnock Company site.
- o One well will be sited west of the Monadnock Company property, on the Fullerton Road right-of-way (assuming that permission can be obtained from the applicable governmental agencies). This well will be used to assess if VOCs originating at the Monadnock Company site have migrated offsite.

The proposed locations of the additional wells are shown on Figure 2. Prior to installation of the additional wells, a permit will be obtained from the Los Angeles County Department of Health Services (LACDHS).

The additional wells will be constructed of 4-inch diameter PVC casing (consistent with the construction materials of the existing wells at the site). Presently, water elevations beneath the Monadnock Company site are between 30 and 35 feet below the ground surface (based on measurement of water levels in four of the existing wells conducted on March 11, 1992). Thus, the additional wells will be screened from about 20 feet to 50 feet below the ground surface, in conformance with RWQCB guidelines.

Prior to casing placement, the aquifer materials will be characterized using a sieve analysis to properly select the appropriate filter pack and screen. After placement of the casing, the filter pack will be installed to extend a minimum of two feet above the end of the screened interval. A cement or cement/bentonite grout will be used above the filter pack to approximately three feet below the ground surface. The final three feet will be completed using a cement seal. A locking cover (traffic-rated where appropriate) will be placed over the completed well.

The additional wells will be purged and developed in conformance with RWQCB guidelines. Each of the existing and additional wells will be surveyed to establish the elevation of the top of each well casing (to the nearest 0.01 foot) relative to mean sea level.

Waste water generated during well installation and development will be placed in 55-gallon drums, labeled as to well location, and left on site. Drum contents will be disposed of onsite or at an appropriate waste disposal facility, depending on the results of chemical analyses of groundwater samples collected from the wells (see Section 3.2).

3.2 Groundwater Sampling and Analysis

After installation of the additional wells, groundwater samples (one primary sample and one duplicate sample) will be collected from each of the existing and additional wells. The groundwater samples will be submitted to CKY Analytical Laboratories, a California-certified hazardous waste analytical laboratory, for chemical analysis; a field blank (used to evaluate cross-contamination of the samples during shipment) will be included with the samples. The primary samples, one duplicate sample, and the field blank will be analyzed for purgeable halocarbons using EPA Method 601.

Waste water generated during well sampling will be placed in 55-gallon drums, labeled as to well location, and left on site. Drum contents will be disposed of onsite or at an appropriate waste disposal facility, depending on the results of chemical analyses of groundwater samples collected from the wells.

3.3 Reporting

After receipt of the analytical data, a final report will be prepared and submitted to the RWQCB. The report will summarize the following topics:

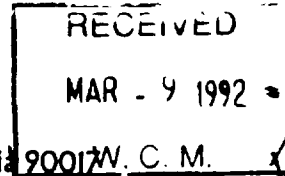
- o description of regional geology and hydrogeology
- o rationale for locations of additional wells
- o well installation and development procedures
- o boring logs
- o groundwater sampling protocols
- o chain-of-custody documentation and analytical laboratory results
- o discussion of results and recommendations



COMMERCE ESCROW COMPANY

1545 Wilshire Blvd., Suite 600, Los Angeles, California 90017 W. C. M.

(213) 484-0855



RECEIVED
PROPERTY & CONSTRUCTION
MAR 06 1992

*Arenth Ave
Industry CA
RE:*

MARCH 2, 1992

ROLLINS LEASING CORP.
ATTN: M. PECK KING, VICE PRESIDENT
ONE ROLLINS PLAZA
WILMINGTON, DELAWARE 19803


RE: ESCROW NO. 91-14454
PROPERTY ADDRESS: NE CORNER OF FULLERTON ROAD AND ARENTH AVENUE

DEAR MR. KING:

ENCLOSED HERewith ARE COPIES OF DEEDS SHOWING PARTIAL TITLE CHAIN AS
RECEIVED FROM STEWART TITLE PER YOUR REQUEST.

IF YOU SHOULD HAVE ANY QUESTIONS OR WE CAN BE OF ANY ASSISTANCE, PLEASE DO
NOT HESITATE TO CALL.

SINCERELY,


BRIDGET A. SNYDER FOR:
ESCROW OFFICER

BAS/ENCLOSURES

THE NATIONAL
Information Services

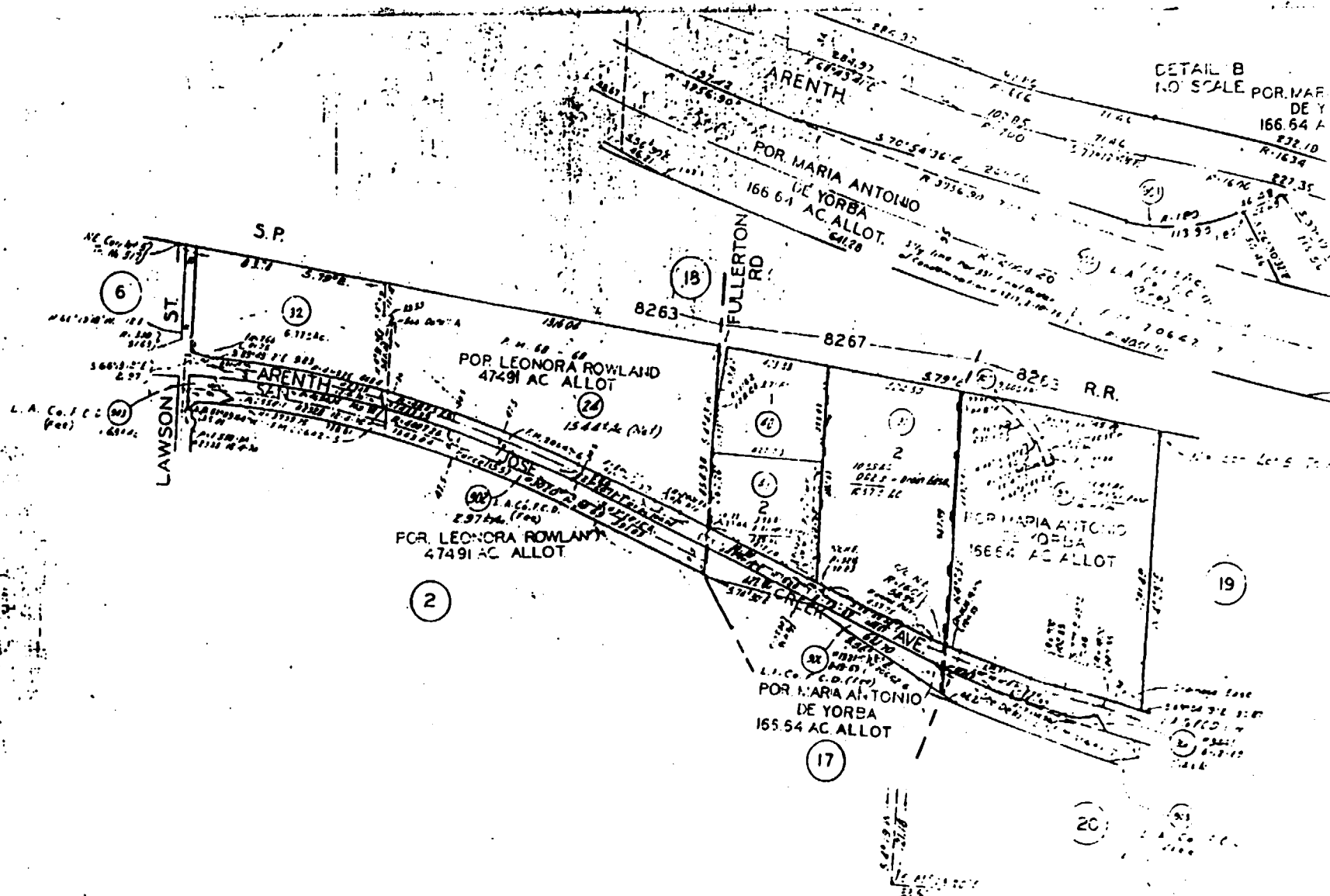


1.800.527.8663

© 1997 NIS, INC.

8264 16

SCALE 1" = 400'



CODE
8263
8267

PARCEL MAP P.M. 211-46-47
OF RANCHO ARRIENTE AS PARTITIONED
BY THE REFEREE'S SCC 5800 CF 170

11103

#6798543
The Mullen

2070

31-4-1

Recording Requested By:

TITLE INSURANCE AND TRUST COMPANY

And When Recorded Mail to:

McCutchen, Black, Verleger & Shea
615 South Flower Street, Suite 1111
Los Angeles, California 90017

Attention: Byron Hayes, Jr., Esq.

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.

40 MIN. 10 A.M. MAR. 25 1968

RAY E. LEE, County Recorder

NO TAX DUE

CORPORATION GRANT DEED

FEE \$4.40 4 M

FOR A VALUABLE CONSIDERATION, receipt of which
is hereby acknowledged, TRW INC., an Ohio corporation,
successor by merger to UNITED-CARR INCORPORATED, a Delaware
corporation incorporated in 1954, hereby grants to UNITED-
CARR INCORPORATED, a Delaware corporation incorporated
in 1968, the following described real property in the City
of Industry, County of Los Angeles, State of California:

PARCEL 1:

That certain piece of parcel of land being a portion of the
166.64 acre tract allotted to Maria Antonia De Yorba, in the
partition of the Estate of John F. Rowland, deceased, as per
Superior Court of Los Angeles County, Case No. 5800, being a
portion of the Rancho La Puente, in the City of Industry,
County of Los Angeles, State of California, described as
follows:

Beginning at the intersection of the westerly line of said
166.64 acre tract allotted to Maria Antonia De Yorba, with
the southerly line of the right of way of the Southern Pacific
Railroad Company; thence running along said southerly line of
right of way of the Southern Pacific Railroad Company, South
79° East 954.25 feet to a point distant North 79° West 750
feet from the easterly line of the said 166.64 acre tract;
thence parallel to said easterly line of the 166.64 acre tract
South 4° 23' West 1130.45 feet, more or less, to the southerly
line of said 166.64 acre tract; thence along the southerly line
thereof North 56° 30' West 622.13 feet and North 74° 30' West
422.91 feet, more or less, to said westerly line of the 166.64
acre tract; thence along said westerly line North 5° 5' East
856.32 feet, more or less, to the point of beginning.

EXCEPT therefrom all "precious metals and ores thereof" as
excepted from the partition between John Rowland Sr., and
William Workman, in the partition deed recorded in Book 10,
Page 39 of Deeds.

MAIL TAX STATEMENTS TO: UNITED-CAR INC.,
Cineb Monadnock Division,
P.O. Box 1222
City of Industry,
California, 91747

MAR 25 68

2070

PARCEL 2:

An easement for sanitary sewer purposes over a strip of land 6 feet wide, in the Rancho La Puente, in the City of Industry, County of Los Angeles, State of California, as per map recorded in Book 1, Page 43 of Patents, in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the westerly line of the 166.64 acre tract allotted to Maria Antonia De Yorba, in the partition of the Estate of John F. Rowland, deceased, as per Superior Court, Los Angeles, Case No. 5800 with the southerly line of the right of way of the Southern Pacific Railroad Company; thence along the westerly line of said 166.64 acre tract South 05° 04' 45" West 856.32 feet to the true point of beginning; thence southerly along the southerly prolongation of said westerly line 15.00 feet; thence South 56° 35' 57" West 35.00 feet; thence South 33° 24' 03" East 6.00 feet; thence North 56° 35' 57" East to a point on a line that is parallel with and 6.00 feet easterly of the southerly prolongation of said westerly line of said 166.64 acre tract; thence North 05° 04' 45" East along said line to a point on a line that has a bearing of North 74° 30' 15" West and intersects the true point of beginning; thence North 74° 30' 15" West along said line to the true point of beginning.

Dated: February 19th, 1968.

TRW INC., an Ohio corporation,
successor by merger to UNITED-
CARR INCORPORATED, a Delaware
corporation incorporated in 1954

by W. H. Ford
Vice President

by R. H. Bailard
Secretary

MAR 25 68

2070

STATE OF OHIO)
COUNTY OF Cuyahoga) ss.

On February 19, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared E.E. Ford, known to me to be ~~the~~ Vice President, and R.E. Briden, known to me to be ~~the~~ an Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)

Leigh S. Perry
Notary Public in and for said State

My commission is without
expiration date & 197.03, O.N.C.

MAR 25 1968

2070

↓

RECORDING REQUESTED BY

80-1059929

AND WHEN RECORDED MAIL TO

MANUFACTURERS BANK
P. O. Box 6000
Los Angeles, CA 90055
Escrow Dept.

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

OCT 24 1980 AT 8 A.M.

Recorder's Office

MAIL TAX STATEMENTS TO

The Monadnock Company
18301 E. Arenth Avenue
City of Industry, CA 91749

SURVEY MONUMENT FEE \$10. CODE 99

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

FEE
\$3

TO 1001 CA 112 704

THIS FORM FURNISHED BY TIGOR TITLE INSURERS

A.P.N.

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 1,870.00

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of City of Industry, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

TRW INC., an Ohio corporation, successor by merger with United-Carr Incorporated, a Delaware corporation a corporation organized under the laws of the State of Ohio hereby GRANTS to

THE MONADNOCK COMPANY, a California corporation

the following described real property in the City of Industry
County of Los Angeles, State of California:

Parcel 1, in the City of Industry, County of Los Angeles, State of California, as shown on Parcel Map No. 92 filed in Book 72 Page 35 of Parcel Maps, in the office of the County Recorder of said county.

Except therefrom all "precious metals and ores thereof" as excepted from the partition between John Rowland Sr., and William Workman, in the partition deed recorded in Book 10 Page 39 of Deeds.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary

thereunto duly authorized.
Dated: October 21, 1980

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On October 23, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared

K. E. Heller known to me to be the Vice President, and

A. J. Coakley, Jr. known to me to be Assistant Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that each Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Linda T. Marcoux*

By K. E. Heller, Vice President

By A. J. Coakley, Jr. Assistant Secretary



(This area for official notarial seal)

Title Order No. 7910414 P. Wooten Escrow or Loan No. 01-2632

MAIL TAX STATEMENTS AS DIRECTED ABOVE

8264-016-030

RECORDING REQUESTED BY
THOMAS D. MOORE

88 520323

AND WHEN RECEIVED MAIL TO

NAME STEARNS, GROSS, MOORE AND RUSCH
ADDRESS 15935 East Whittier Boulevard
Suite B
CITY Whittier, California 90603

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 4 P.M. APR 15 1988
PAST.

FEE \$7 R
2

NAME CHARLES M. MILLER
ADDRESS 1060 Crestview Drive
CITY Fullerton, California 92633

DOCUMENTARY TRANSFER TAX \$
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

Firm Name

Corporation Grant Deed

GD 866 HG

THIS FORM FURNISHED BY TRUSTORS SECURITY SERVICE

107610

PARCEL

PAGE

MAP BOOK

Assessor Identification Number:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.
C. M. MILLER ENTERPRISES, INC., fka THE MONADNOCK COMPANY,
a California Corporation
a corporation organized under the laws of the state of California
hereby GRANTS to CHARLES M. MILLER, a married man as his sole and separate
property, and to THALIA C. MILLER, a married woman as her sole and
separate property as tenants in common,

the following described real property in the City of Industry
County of Los Angeles State of California:

Parcel 1, in the City of Industry, County of Los Angeles, State
of California, as shown on Parcel Map No. 92 filed in Book 72,
Page 35 of Parcel Maps, in the office of the County Recorder of
said County.

Except therefrom all "precious metals and ores thereof" as
excepted from the partition between John Rowland Sr., and
William Workman, in the partition deed recorded in Book 10,
Page 39 of Deeds.

*The Gores & the Grees in this Conveyance are
Comprised of the same parties who continue to
hold the same propertys interests in the
property R & T 11923*

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this
instrument to be executed by its CHARLES M. MILLER President and MARY ANN SWENSTON Secretary
thereunto duly authorized.

Dated: April 14, 1988

State of California
County of Los Angeles
On this the 14th day of April 19 88
before me BETTY-JO GOMEZ
the undersigned Notary Public, personally appeared
CHARLES M. MILLER & MARY ANN SWENSTON

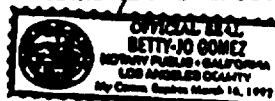
☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
officers or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed a
WITNESS my hand and official seal

Notary's Signature BETTY-JO GOMEZ

C.M. Miller Enterprises Inc.

By Charles M. Miller
CHARLES M. MILLER President

By Mary Ann Swenston
MARY ANN SWENSTON Secretary



(This area for official notarial seal)

Title Order No. _____

Escrow, Loan or Attorney File No. _____

2

DECLARATION OF CHARLES M. MILLER

I, CHARLES M. MILLER, declare as follows:

In 1980, I formed a California corporation under the name of THE MONADNOCK COMPANY. I was and always have been the holder of all of the outstanding stock of such corporation. In 1980, the corporation acquired certain real property known as "Parcel 1, in the City of Industry, County of Los Angeles, State of California, as shown on Parcel Map No. 92 filed in Book 72, Page 35 of Maps, in the office of the County Recorder of said County." located at 18301 East Arenth Avenue, City of Industry, California.

On October 1, 1987, I caused the name of said corporation to be changed from "THE MONADNOCK COMPANY" to "C. M. MILLER ENTERPRISES, INC." At the same time, the corporation filed with the California Secretary of State its election to wind up and dissolve

On January 12, 1988, my wife, THALIA C. MILLER, and I separated and entered into a written Property Settlement Agreement in which we agreed, among other things, to divide equally our community interest in C. M. MILLER ENTERPRISES, INC., i.e., she would get one-half (1/2) of the stock of said corporation and I would get the other one-half (1/2).

On February 29, 1988, the corporation filed with the Secretary of State its Certificate of Dissolution. Pursuant to California Corporations Code Section 2001(g) and pursuant to the above-described Property Settlement Agreement, the corporation has executed its Deed conveying the above-described real property to THALIA C. MILLER and to me as co-tenant..

I, therefore, claim exemption from the Documentary Stamp Tax under the provisions of California Revenue and Taxation Code Section 11923(d).

I hereby declare under penalty of perjury of the laws of the State of California that I have read the above Declaration and that the facts stated therein are true and correct.

Executed at Whittier, California on this 14TH day of April, 1988.


CHARLES M. MILLER

88- 520323

RLC-AND
CORR



The WCM Group, Inc.

July 31, 1992

Mr. Dan Norman
Rollins Leasing Corp.
P. O. Box 1791
Wilmington, Delaware 19899

FEDERAL EXPRESS
AIRBILL NUMBER
1543074455

Reference: Site Investigation Summary

Dear Dan:

As per our telephone conversation of July 29, 1992, The WCM Group, Inc. has reviewed the files regarding the property at 18301 E. Arenth Avenue. Based upon our review of the California Regional Water Quality Control Board's (RWQCB) files, Charlie Miller files and RLC files, the following conclusions can be summarized:

1. Chemical contaminants have impacted the subsurface soils at the site. The degree of impact varies as to the chemical constituents and location.
2. The RWQCB has knowledge and control of the site cleanup.
3. The analyses, including metals, have been selected based upon specific historical use of the facility. The analyses are indicator parameters and have the approval of the RWQCB.
4. TRW has assumed full responsibility for the cleanup of pre-existing conditions.
5. There is no evidence that the RLC property has had any operations between 1990 and the present.
6. Further remediation is probable, according to Mr. Phillip Chandler of the RWQCB, but he reconfirms that TRW has full responsibility.
7. A site assessment of the Rollins property conducted in March, 1992 confirms that the VOCs are in the groundwater interface (Attachment A).
8. Laboratory data obtained from the site investigation conducted by The WCM Group, Inc. indicates that chromium exists within the boundaries of the RLC property. These same levels were discovered by TRW consultants and explained as background levels naturally occurring in the soil.

Mr. Dan Norman
July 31, 1992
Page 2

9. The VOCs and metals at the Rollins site have been sampled and are presented in Attachment A.
10. Although not all of the 17 CAM metals were analyzed, the site has undergone extensive environmental investigations. The results of the investigations including a historical review indicate that chromium and lead are the only two metals of concern. These concerns are presently being addressed by the RWQCB.

In summary, the contamination appears to be confined to the western property boundary associated with the old sewer line and the northern property boundary associated with the concrete cap. All analyses within the property boundaries show the contamination to be rapidly decreasing or non-detectable.

Mr. Phillip Chandler of the RWQCB considers the Monadnock and the Rollins Leasing Corp. properties one site (Attachment B). The RWQCB is responsible for the overview of the site cleanup and future monitoring. Mr. Chandler has also recognized that TRW is the only principle responsible party associated with this site. At present the site is not considered environmentally clean, but cleanup operations will continue until the RWQCB is satisfied that all potential risks have been addressed.

Hopefully, this letter will give a better understanding as to the nature and known extent of contamination located on the RLC property. If you have any questions or require additional information, please call me at your convenience.

Sincerely,


Gary L. Carroll
Director, Operations/Engineering

GLC/hg
11064:037201.IND

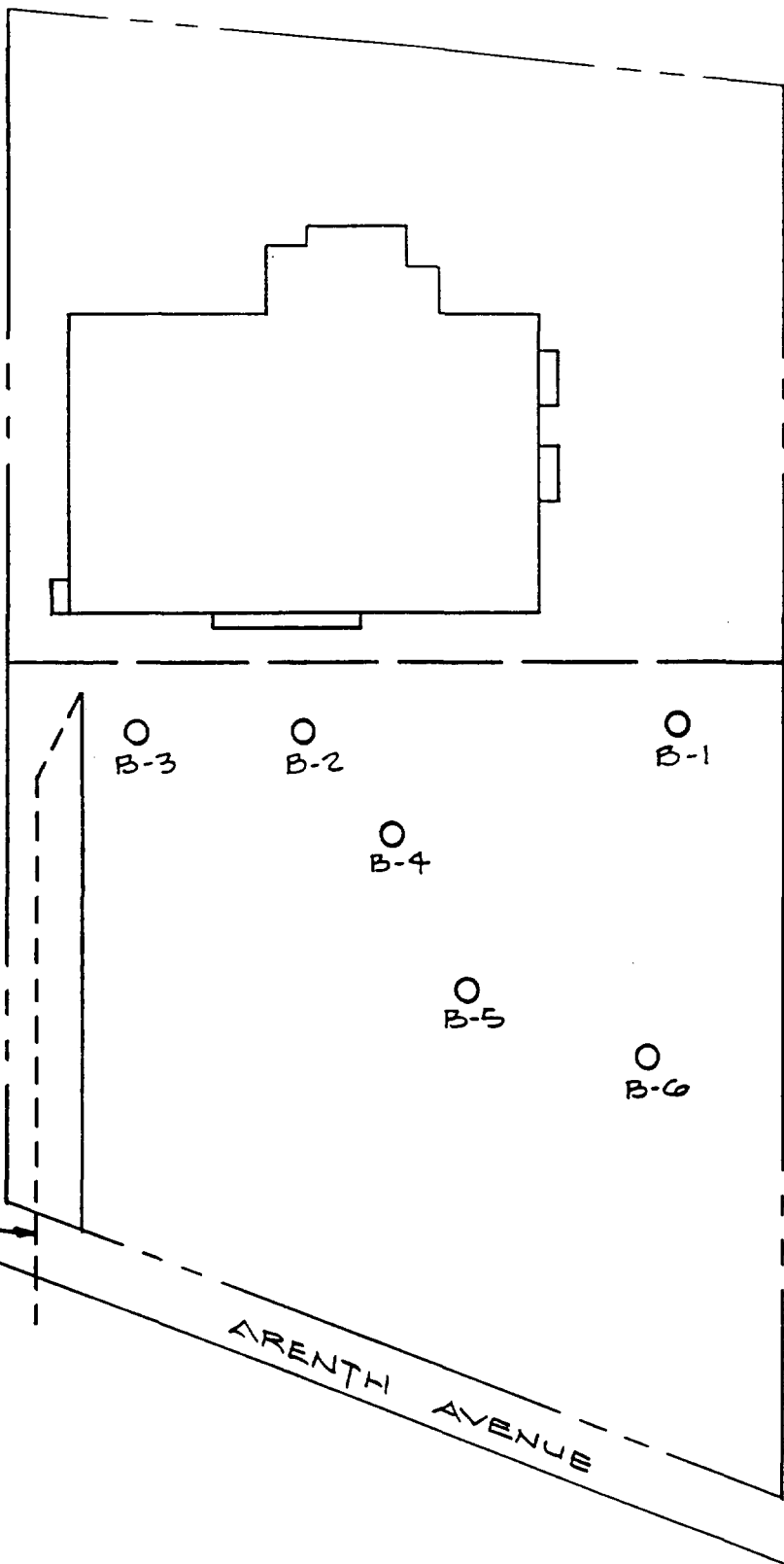
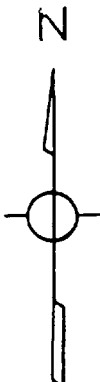
Enclosure

ATTACHMENT A

ATTACHMENT A

Sample ID No.	Boring Depth	Chromium mg/kg	Cyanide mg/kg	Lead mg/kg	PCB's & Pesticides	Purgeable Organics ug/L	Semi-Volatile Organics
B-1	5'	19.5	ND	ND	ND	ND	ND
B-1	10'	14.7	ND	ND	ND	ND	ND
B-1	35'	3.40	ND	ND		ND	ND
B-2	5'	28.6	ND	ND	ND	ND	ND
B-2	10'	17.8	ND	ND	ND	ND	ND
B-2	35'	1.11	ND	0.064		1,1-Dichloroethene 1,547 1,1-Dichloroethane 43 Chloroform 18 1,2-Dichloroethane 194 1,1,1-Trichloroethane 6 Trichloroethene 6,193 Toluene 13 1,1,2-Trichloroethane 24 Tetrachloroethane 642	ND
B-3	5'	38.9	ND	ND	ND	ND	ND
B-3	10'	17.6	ND	ND	ND	ND	ND
B-3	35'	0.23	0.05	0.04		1,1-Dichloroethene 155 1,2-Trichloroethane 77 Trichloroethene 316 Tetrachloroethene 36	ND
B-4	5'	16.7	ND	ND	ND	ND	ND
B-5	5'	25.7	ND	ND	ND	ND	ND

ATTACHMENT B



The WCM GROUP, Inc.		ROLLIN LEASING CORPORATION	
P.O. Box 3247		INDUSTRY, CALIFORNIA	
Humble, Texas 77347-3247		JOB NO. 5016	
(713) 446-7070			
SITE ASSESSMENT		DATE	SCALE
		3-16-92	NOTED
		DRAWN BY	DOUGLAS
		FIG. 1	



The WCM Group, Inc.

CA

December 10, 1992

Mr. Joseph P. Kwan
Project Manager
TRW, Inc.
One Space Park Drive
Building 140, Room 1536
Redondo Beach, California 90278

Reference: Property Located at 18301 E. Arenth Avenue, Industry, California, Purchased by
Rollins Leasing Corp. from Mr. Charles Miller

Dear Mr. Swan:

On behalf of Rollins Leasing Corp., we are apprising TRW, Inc. that construction on the above referenced property will begin the week of December 14, 1992 in compliance with the City of Industry's Development Plan No. 92-21.

Should you have any questions or concerns regarding this matter, please contact Mr. Dan Norman with Rollins Leasing Corp. at 302-479-2789 or me at 713-446-7070.

Sincerely,

Gary L. Carroll
Director, Operations/Engineering

GLC/ht
11695:037218.IND

cc: R. Walters
P. King
D. Norman



Rollins Leasing Corp.

One Rollins Plaza
P.O. Box 1781, Wilmington, Delaware 19800
Phone 302/479-2700

CORPORATE HEADQUARTERS

FAX TRANSMITTAL SHEET

DATE: 11/30/92

TO: Gary Carroll

COMPANY: _____

FROM: Dev Norman

COMPANY: ROLLINS LEASING CORP. - FAX # (302)426-3194

NUMBER OF PAGES BEING TRANSMITTED 3, NOT INCLUDING THIS FORM.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CONTACT Eileen

_____ AT (302)426-2932

CITY OF INDUSTRY

CITY COUNCIL

DEVELOPMENT PLAN CONDITIONS

IN CONSIDERATION OF RECEIPT
OF A DEVELOPMENT PLAN
WE HEREBY AGREE TO COMPLY
WITH THE ABOVE-STATED
CONDITIONS.

NAME

TITLE

Applicant: ROLLINS LEASING CORP.

DATE _____

Location: Northeast corner of Arenth Avenue and Fullerton Road

Building Area: 13,745 s.f.

Type of Construction: Split-face block and precision block

Date of City Council Approval: July 9, 1992

Development Plan is approved subject to the following conditions:

1. The approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
2. The applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
3. The applicant shall provide landscaping and automatic irrigation plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. Such plans shall include: provision for an automatic irrigation/sprinkler system; specimen trees, shrubs, ground cover and/or grass; and specifications for the above to the satisfaction of the City Engineer. Additionally, such plans shall be designed and specimen trees, shrubs, ground cover and/or grass shall be designed so as to integrate compatibly with street parkway landscaping.
4. The applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
5. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
6. The applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities.
7. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.
9. The applicant shall obtain an Industrial Waste Permit from the City Engineer.
10. The applicant shall provide off-street parking as shown on the approved development plan.
11. The applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications.
13. The applicant shall construct storm drains to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.
14. The applicant shall provide building plans to be approved prior the the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. (Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit.)

**ROLLINS LEASING CORP.
Development Plan No. 92-21**

Mitigation Measures

Earth:

The following mitigation measures are expected to reduce the impacts from a major earthquake to a level of non-significance.

1. The project applicant should not initiate grading or construction activities until the project site is tested for VOCs and the 17 CAM metals. If soil contamination is identified, the project applicant should notify the RWQCB. The project applicant should not commence with development activities until the site is remediated to the satisfaction of the RWQCB.
2. A qualified environmental professional should monitor grading operations to detect any contaminated soils. If VOCs are detected at levels exceeding 50 ppm, or if other contaminants are discovered, grading activities should cease until the soil contamination can be evaluated. The project applicant should notify the SCAQMD and RWQCB. Construction activities should not commence again until contaminated soil is remediated to the satisfaction of both agencies.

Air:

1. The project applicant should monitor the vadose zone, using the method described by Rule 1166, along the northern parcel boundary on a semi-annual basis until TRW has fully remediated the Monadnock site. If VOC levels exceed 50 ppm or Cal-OSHA standards, the project applicant should notify the SCAQMD and the Regional Water Quality Control Board.

Water:

1. Prior to grading activities, the project applicant should perform a file search at the State Water Resources Board to identify the locations of the wells. If the locations can not be found, the project applicant should utilize underground radar mapping to identify their locations. If the wells are discovered during grading activities, grading should cease in the area around the wells until they are abandoned, if required.

When the wells are located, the project applicant should hire a qualified consultant to inspect the wells for abandonment methods. If the wells have never been abandoned, or were abandoned prior to 1960, the project applicant should submit a Well Destruction Application to the Los Angeles County Health Department and should abandon the wells to current standards.

**ROLLINS LEASING CORP.
Development Plan No. 92-21**

**Mitigation Measures
(continued)**

2. The project applicant should avoid the destruction of Monitoring Well MW-3 during grading operations. If damage or destruction occurs, the project applicant should notify the RWQCB and should replace the well.
3. The project applicant should not disturb the cement cap over the former remediated drum storage area unless prior approval is obtained from the RWQCB.
4. The RWQCB should require a deed restriction or similar means on the property title, prohibiting the disturbance of the cement cap without prior authorization of the RWQCB.



The WCM Group, Inc.

December 22, 1992

Mr. Joseph P. Kwan
Project Manager
TRW, Inc.
One Space Park Drive
Building 140, Room 1536
Redondo Beach, California 90278

Reference: Property Located at 18301 E. Arenth Avenue, Industry, California, Purchased by
Rollins Leasing Corp., from Mr. Charles Miller

Dear Mr. Kwan:

The WCM Group, Inc. (WCM), the undersigned, has been retained by Rollins Leasing Corp. (RLC) for consulting services. On behalf of RLC, enclosed please find a copy of the construction plans on the above referenced property. Under the Assignment Agreement between Rollins Leasing Corp. and Charles Miller, the rights and conditions are set forth in paragraphs 13 through 23 of the Settlement Agreement. Item 19(b) of the Settlement Agreement states that TRW shall make reasonable efforts not to interfere with business being conducted on this property.

We have been made aware that some of the monitoring wells recently installed by TRW are located within future RLC operating areas. Please advise us of the purpose of these wells and furnish an estimated timeframe for the monitoring of these wells. In the future, we request that TRW notify WCM prior to any remedial activities on RLC property, so as not to interfere with business.

It is our understanding that during a meeting on December 16, 1992 with Howard Parsell, Structural Engineer retained by RLC, Mr. Doug Pennington of TRW and yourself, it was mutually agreed that during grading operations the existing monitoring wells would be backfilled. (The proposed finished elevations at the subject site will be somewhat higher than the existing grades.) At the time of site paving, TRW will be notified to physically raise these wells to the appropriate elevations. The wells will be dimensionally located prior to the earthwork operations.

4PC: 344

Mr. Joseph P. Kwan
December 22, 1992
Page 2

Should you have any questions or require additional information, please do not hesitate to call me at 713-446-7070 or Dan Norman (RLC) at 302-426-3545.

Sincerely,

A handwritten signature in cursive script that reads "Gary E. Carroll".

Gary E. Carroll
Director, Operations/Engineering

GLC/ht
11737:037220.IND

Enclosure

cc: R. Walters
P. King
D. Norman

February 20, 1992

RECEIVED
PROPERTY & CONSTRUCTION
FEB 24 1992

ROLLINS LEASING CORPORATION
C/O Mr. Peck King, Vice President
P.O. BOX 1791
Wilmington, Delaware 19899

RE: 18301 ARENTH, CITY OF INDUSTRY

Dear Mr. King:

Attached is a copy of the indemnification agreement from T.R.W. that applies to the property at 18301 E. Arenth Avenue, City of Industry, California, executed on January 11, 1990.

Per paragraphs 14 and 15, this agreement gives the right for my ex-wife and me to assign our rights to such persons as we designate.

In order to expedite the signed indemnity agreement, we would appreciate it if you would sign and return the Assignment Agreement (top page only) to me as soon as possible in the enclosed envelope.

Sincerely,

Charles M. Miller

Charles M. Miller
20415 Prestina Way
Walnut, CA 91789
(714) 594-1989

*Mr. King —
If you need answers to questions, etc.
please call me.
Charlie Miller*

EDWARD C. TUTTLE
ROBERT C. TAYLOR
MERLIN W. GALL
FRANK C. CHASE
PATRICK L. SHREVE
MARK SCHAFER
C. DAVID ANDERSON
RICHARD S. BERGEN
BLANE FRICKMAN
TIMOTHY HALL
MERICA J. 8088
CHARLES L. WOLTMANN
MARJON S. STEINBERG
DOUGLAS W. BECK
JOHN A. MOE
NARA A. BOKENSTEIN
NANCY E. HOWARD
MARCO L. BROWN
MICHAEL M. BIERMAN
JEFFREY M. BAKERMAN
LOUIS E. KEMINSKY
FRANK E. NELTON
GORDON A. GOLDSWICH
JAMES H. GILSON

DIANNE M.
MARLA J. ANDERSON
BETH S. DUNN
ROBERT D. WENTZ
EDWARD A. MENDOZA
JENNIFER A. MILLER
KATHERINE C. SHERMAN
RAMEL D. BRYNELL
JEFFREY D. WEXLER
SPARON A. PARKAS
ESLIE E. WALLING
ALF W. BRANDT
CHARLES A. HSTEIN
KATHLEEN M. HOWAN
ROSARIO M. HERCERA
LLO A. THOMPSON
IN R. GENT
K. E. MITY
ANDREA M. SUSNIE
SUNG M. SHIN
MARNIE S. CARLIN
MARK M. HELL
KATE SCHNEIDER

* MEMBER CALIFORNIA AND DISTRICT OF COLUMBIA BARS
* MEMBER DISTRICT OF COLUMBIA BAR ONLY

TUTTLE & TAYLOR
A LAW CORPORATION
FORTIETH FLOOR
365 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3101
TELEPHONE (213) 683-0600
FACSIMILE (213) 683-0225

January 23, 1992

EDWARD W. TUTTLE
(213) 683-0600

OF COUNSEL
JULIAN S. HERCERA, JR.
BONNIE SUN
JERRY W. KENNEDY

TUTTLE & TAYLOR
SUITE 407 WEST
1025 THOMAS JEFFERSON STREET, N.W.
WASHINGTON, D.C. 20007-2201
(202) 342-2000

TUTTLE & TAYLOR
A LAW CORPORATION
SUITE 240
ONE BUSH STREET
SAN FRANCISCO, CA 94104-4008
(415) 397-4300

WRITER'S DIRECT DIAL NUMBER

(213) 683-0673

Robert M. Walter, Senior Counsel
TRW, Inc.
1900 Richmond Road
Cleveland, Ohio 444124

Re: Monadnock Property
City of Industry, California

Dear Bob:

Charlie Miller has entered into a contract to sell his undeveloped parcel to Rollins Truck Leasing Corp. which intends to use the property as a truck terminal. I understand that they will construct an 18,000 square foot building to house offices and two service bays for truck maintenance. I understand that the rest of the lot will be paved as a parking lot for trucks. I understand there will also be a fueling facility on the premises.

Rollins is a New York Stock Exchange company with substantial financial resources. A copy of its 1991 annual report is enclosed.

Charlie and Rollins would like to have TRW's consent to an assignment of indemnity rights pursuant to Paragraph 15 of the Settlement Agreement and Mutual Release dated as of January 11, 1990 among TRW, Inc., Charles M. Miller, et al.

Please confirm that TRW will give its consent to such an assignment. If you need any further information, please do not hesitate to contact me. Rollins is already busy at work designing its facilities and seeking the requisite approvals from the City of Industry. The parties would like to close the escrow by

4208

TUTTLE & TAYLOR

ALLIANCE CORPORATION
Robert M. Waltar, Senior Counsel
January 23, 1992
Page 2

January 31, although some delay is possible. In any event, the sooner we hear a response from TRW, the better.

Very truly yours,

TUTTLE & TAYLOR

By 

Douglas W. Beck

DWB:snp
Enclosure
cc: Charles M. Miller (w/o enclosure)

407W



COMMERCE ESCROW COMPANY
1545 Wilshire Blvd., Suite 600, Los Angeles, California 90017
(213) 484-0855

DECEMBER 13, 1991

ROLLINS LEASING CORP.
ATTN: M. PECK KING, VICE PRESIDENT
ONE ROLLINS PLAZA
WILMINGTON, DELAWARE 19803

RE: ESCROW NO. 91-14454
PROPERTY ADDRESS: NE CORNER OF FULLERTON ROAD AND ARENTH AVENUE

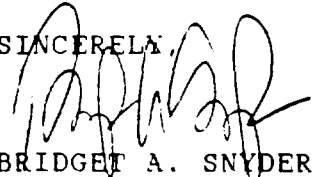
DEAR CLIENTS:

ENCLOSED HERewith IS ORIGINAL PROPERTY INFORMATION SHEET AS RECEIVED FROM SELLER FOR YOUR REVIEW AND APPROVAL.

PLEASE BE ADVISED THAT A CORRECTED PRELIMINARY TITLE REPORT WAS ORDERED ON A RUSH FROM STEWART TITLE ON 12/11/91 FOR PARCEL 2. WE WILL FORWARD THE NEW REPORT TO YOU UPON OUR RECEIPT OF SAME FROM TITLE.

IF YOU SHOULD HAVE ANY QUESTIONS OR WE CAN BE OF ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

SINCERELY,



BRIDGET A. SNYDER FOR:
MARY LE BLANC
SENIOR ESCROW OFFICER

ML:bas
VIA FEDERAL EXPRESS TO BUYER

WITH A COPY TO:

CHARLES M. MILLER
20415 PRESTINA WAY
WALNUT, CALIFORNIA 91789

SKIP MCMAHON
DAUM COMMERCIAL INDUSTRIAL REAL ESTATE
13797 CROSSROADS PARKWAY NORTH, STE. 115
CITY OF INDUSTRY, CA 91748

ROBERT R. DIPRE, JR.
DLS COMMERCIAL REAL ESTATE
13079 ARTESIA BOULEVARD, STE. B-220
CERRITOS, CA 90701

422014



PROPERTY INFORMATION SHEET

(Non-Residential)

AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

TO WHOM IT MAY CONCERN:

CHARLES M. MILLER ("Owner"),
owns the property commonly known by the street address of 18301 E. ARENTH AVE. - LOT 2,
located in the City of INDUSTAY, County of _____,
State of CALIFORNIA
and generally described as (describe briefly the nature of the property) _____

3.521 ACRES - UNDEVELOPED ("Property"),
and certifies that:

1. Material Physical Defects. Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (it will be assumed no known exceptions exist unless they are specified here): _____

NOT APPLICABLE

2. Equipment. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (it will be assumed no known exceptions exist unless they are specified here): _____

NOT APPLICABLE

3. Soil Conditions. Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (it will be assumed no known exceptions exist unless they are specified here): _____

NO KNOWLEDGE

4. Sewer. Owner represents and warrants that the Property is served by a (check the appropriate box) ☒ public sewer system ☐ private septic system, and that, if the Property is served by a public sewer system, the cost of installation of such sewer system has been fully paid, except (it will be assumed no known exceptions exist unless they are specified here): _____

NO KNOWLEDGE

5. Earthquake Zone. If the Property is located in the State of California, Owner has no actual knowledge that the Property is located within a delineated special studies zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the state geologist to be sufficiently active and well defined enough to constitute a potential hazard to structures from surface fault or fault creep) under an Alquist-Priolo Special Studies Zone Map, except (it will be assumed no known exceptions exist unless they are specified here): _____

NO KNOWLEDGE

6. Compliance With Laws. Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (it will be assumed no known exceptions exist unless they are specified here):

EXCEPTION - CAL. REG. WATER QUALITY CONTROL BOARD ABATEMENT ORDER 88-057 FOR WHICH TAW INC. HAS RESPONSIBILITY FOR ALL SOIL AND WATER TOXIC WASTE CLEAN UP ACTIVITY.

7. Hazardous Substances. Owner has no actual knowledge of the current existence on the Property of asbestos, PCB transformers or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (it will be assumed no known exceptions exist unless they are specified here):

EXCEPTION - SEE DISCLOSURE BY OWNER, DATED 12/4/91, ITEMS 2, 3, 4, 5 + 7 FOR TOXIC WASTE CLEANUP ACTIVITY.

**DISCLOSURE BY OWNER
PERTAINING TO THE SALE OF LOT 2,
LOCATED AT 18301 E. ARENTH AVE., CITY OF INDUSTRY**

1. Late in April 1989, an agreement for sale of this property was entered into by the owner and the Potter Development Company.

The escrow and time agreement were canceled in February 1990, after Potter Development was unable to raise the funds necessary to purchase the property.

Late in April 1990, an agreement for sale of this property was entered into by the owner and the Pacifica Properties, Inc.

On June 7, 1990, Potter Development file a lis pendens suit against the current owner.

On August 22, 1990, the lis pendens suit was expunged by order of the Superior Court, which order was recorded on September 18, 1990 (#90-1604567).

On September 11, 1990, Potter Development petitioned for a writ of mandate which was denied by the Second Appellate District Court on September 13, 1990.

On October 2, 1990, Pacifica Properties, Inc. cancelled the escrow and the agreement citing drastic changes in the overall marketplace for developers.

On February 19, 1991, the Superior Court of California for the County of Los Angeles dismissed with prejudice the entire action from a lawsuit filed by Potter Development Corporation against Charles M. Miller for damages as a result of Breach of Contract.

The dismissal was filed by the County Clerk on April 2, 1991.

2. As of January 11, 1990, TRW, Inc., assumed full responsibility for all actions and clean-up costs in connection with toxic water and/or soil problems on Lots 1 and/or Lot 2. This indemnification applies to all pre-existing conditions as of 1/11/90.
3. Any and all indemnification of C. M. Miller Enterprises, C. M. Miller and/or Thalia C. Miller, as stated in the seller's agreement with TRW, may be assigned to a buyer after TRW's requirements are satisfied.
4. This agreement between the seller and TRW, Inc., may be reviewed by the buyer and/or his legal counsel upon request.
5. TRW may drill sampling wells approximately 10" in diameter at their expense, in clusters of 3 wells each (probably only 2 clusters) in a strip 12'-14' wide immediately East of the West property fence. The wells may be used in the future for water sampling. The wells can be included in landscaped areas required by the City of Industry.



6. The dirt on the mound in the Southeast portion of Lot 2, (approximately 800 cu.ft.) is the property of the buyer to be used as he sees fit. This dirt has been analyzed and the results have been accepted by the C.R.W.Q.C.B. indicating that the soil is toxic free. Copies of the soil analyses are available to the buyer upon request.
7. All previous correspondence between the seller and/or C. M. Miller Enterprises, with the California Regional Water Quality Control Board, including Amended Abatement Order 88-057 issued on November 2, 1989 regarding toxic soil and/or toxic water problems, will be furnished to the buyer.
8. Adjacent to and on the West Side of Lots 1 and 2, the City of Industry is constructing a paved road connecting Fullerton Road (at San Jose) and Valley Boulevard. The project, which was planned two years ago, is now active, and is estimated to be completed by December 31, 1991.
9. A cyclone fence will be constructed across the boundary lines between Lots 1 and 2 (East-West) and on the East Boundary of Lot 2. The fences on the South Boundary of Lot 2 will be removed.
10. The concrete pad in the Northwest corner of the property was installed to cover the pit from which toxic soil had been excavated. Since the pad now functions as a seal, it cannot be removed or broken up in any way.

However, a building or any part of same may be constructed on top of the pad, with or without 3' or 4' of dirt to be used to raise the floor level of the building to dock height. Parking is permitted on the pad as it exists.

Any construction on top of the pad must encompass proper drainage control and prevent water infiltration around or beneath the pad.

11. In January 1988, a 1,000 gallon storage tank formerly containing automotive gasoline was removed. The complete report covering removal, soil testing and disposal of the equipment is available upon request.

Charles M. Miller
CHARLES M. MILLER

12/5/91
DATE

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION**

107 SOUTH BROADWAY, SUITE 4027
LOS ANGELES, CALIFORNIA 90012-4696
(213) 620-4460



W

June 21, 1989

Mr. Charles M. Miller
C. M. Miller Enterprises
20415 Prestino Way
Walnut, CA 91789

SOIL REMEDIATION - MONADNOCK FACILITY,
ARENTH, CITY OF INDUSTRY (FILE NO. 88-057)

Your report, received on May 10, 1989, has been reviewed. It describes the verification program for clean-up and the proposal for backfilling and closing the current excavation. In summary this clean-up to date has consisted of:

1. Initial extent of contaminated soil and unconsolidated geologic materials was determined southerly from the main building. Chemicals encountered consisted of: trichloroethene (TCE), tetrachloroethene (PCE), 1,1,1-trichloroethane (1,1,1-TCA), 1,1,2-trichloroethane (1,1,2-TCA).
2. In an iterative process 120 yd³ of material were removed from the site, creating an open excavation having a maximum depth of approximately 10 feet.
3. Further investigation was made to determine the lateral and vertical extent of any remaining contaminant associated with the excavation. Nine (9) deep borings were made to complete the perimeter control of the excavation.
4. Verification of removal of contamination to the surrogate clean-up level (200 ug/kg PCE) has been made by some 34 shallow sidewall and bottom borings. A field laboratory, Department of Health Service (DHS) certified, was utilized.
5. As a result of the verification program an additional 70 yd³ of unconsolidated materials were removed. The excavation was deepened to a maximum depth of approximately 18 feet.

Based on the analytical results presented in this and preceding

4000 15

Mr. Charles M. Miller
Page 2

report, staff has no objection to the closure of the excavation provided the following comments are incorporated into the closure procedures:

1. The report indicates that the latest 70 yd³ of removed material has been stockpiled at the site. This material was required, in a previous review letter, to be containerized. This must be accomplished before initiation of any backfilling operations.
2. Uncontaminated cuttings from any of the nine borings, currently containerized may be utilized in the final lift of the backfill, provided that analyses of sufficient samples from each of the borings are "no-detect" (ND) for site contaminants. Excavated materials or cuttings affected by such contaminants should be disposed of off-site. }
3. The cleanliness of the large mound of unconsolidated material stockpiled at the south east corner of the site must be established. This can only be done by systematic sampling and analysis. Although it has been frequently stated that these materials derived from off-site grading, some grading was required for the entrance drive to Monadock. Surface runoff, described in detail in various affidavits as producing a "swamp" may have affected the area(s) graded. The anomalous VOC content of MW-3, downgradient from the spoils mound, could be the result of contaminants leaching from the spoils.
4. Compaction of approved fill materials must meet county requirements for a certified fill to prevent settlement of the fill which might result in cracking and depression of the impermeable cap. This could lead to local infiltration of surface runoff. County Building Department signoff(s) will be required. This means, for example: thinner lifts, 95% compaction and fill tests for each lift, will be needed.
5. Construction of a certified fill with clean backfill materials and surface cover with reinforced concrete paving will be accepted in lieu of a thick clay cap and concrete cover. The degree of verification performed, the additional removals to below detection limits and the adherence to low clean-up levels creates a situation at this area of the site where relaxation of strict RCRA closure is appropriate.

Mr. Charles M. Miller
Page 3

6. Provide to staff of this Regional Board the following documentation prior to initiation of backfilling:
- a) County approvals/permits for fill construction.
 - b) Cap design with details of visqueen underlay and reinforcement.
 - c) Representative analyses of spoils material proposed for backfill.
 - d) Waste disposal manifests for the latest 70 yd³ of excavated material and for any appropriate containerized cuttings.
7. Provide a report which describes implementation of closure plans.

The proposed closure is approved providing the foregoing are incorporated into the design and construction of backfill and cap. The required materials are due to this Regional Board by July 12, 1989. A report describing implementation of closure is required by August 12, 1989. If you have any questions please call Philip Chandler at (213) 620-6091.



Roy R. Sakaida
Senior Water Resources
Control Engineer

cc: R. Dupri
3-16-92

RRS:PBC:kf

cc: ✓ Mr. Ralph Wagner, Consulting Engineer
Mr. Neil Ziemba, EPA, Region 9,
Toxics and Waste Management Div
Mr. Dennis Dickenson, DOHS,
Toxic Substances Control Div
Mr. Bill Jones, L. A. County, DOHS,
Hazardous Materials Program
Mr. Carl Sjoborg, L. A. Dept of Public Works,
Underground Tanks Program
Mr. Robert Berlien, Counsel for the Watermaster,
Main San Gabriel Basin
Mr. Thomas Stetson, Engineer for the Main San Gabriel Basin
Watermaster, Stetson Engineers, Inc.
Mr. Don Howard, Watermaster for Puente Basin

RECEIVED DEPARTMENT OF HEALTH SERVICES
4-15-1992 12:55AM P.21
Dennis Dickerson
Department of Health Services
Toxic Substances Control Division
Region 3
1405 N. San Fernando Blvd., Suite 300
Burbank, CA 91504

Bill Jones
Los Angeles County Department of
Health Services
Hazardous Materials Program
2615 S. Grand, Room 607
Los Angeles, CA 90007

Thomas Stetson
Engineer for the Main San Gabriel
Basin Watermaster
Stetson Engineers, Inc.
3104 East Garvey
West Covina, CA 91791

Robert Berlien
Counsel for Main San Gabriel
Basin Watermaster
11310 East Valley Blvd.
El Monte, CA 91731

Don Howard
Engineer for Puente Basin Watermaster
Don Howard Engineering
c/o Walnut Valley Water District
271 S. Brea Canyon Road
Walnut, CA 91789

Seiichi Saito
Los Angeles County
Department of Health Services
Water and Sewage Unit
2615 S. Grand, Room 604
Los Angeles, CA 90057

Robert P. Ghirelli, Executive Officer
California Regional Water Quality
Control Board, Los Angeles Region
107 S. Broadway, Room 4027
Los Angeles, CA 90012-4596

**TRW Electronic Systems
Group**

One Space Park
Redondo Beach, CA 90278
213 812.4321

PROPERTY IN CONSTRUCTION

DEC 21 1992

**10 December 1992
JPK.085.92**

**Mr. C. Peck King
Vice President
Rollins Leasing Corporation
One Rollins Playa
P.O. Box 1791
Wilmington, DE 19803**

**Re: Environmental Investigation and Remediation Activities on the
New Rollins Property - Arenth Avenue, City of Industry,
California**

Dear Mr. King:

TRW Inc. takes this opportunity to inform you of some of the upcoming activities that will be conducted on and adjacent to the property newly acquired by Rollins Leasing Corporation (Rollins) in the City of Industry, California. As you are aware, the entire site (the northern and southern portion of the site on Arenth Avenue) is under a Cleanup and Abatement Order issued by the California Regional Water Quality Control Board - Los Angeles Region. However, no soil contamination of any kind has been found on or beneath the footprint where development and construction activities have been planned by Rollins.

Based on the Cleanup and Abatement Order, certain environmental investigative and remedial activities will be carried out on an ongoing basis. Access onto the Rollins property to obtain groundwater data and to implement soil and/or groundwater remediation work would be needed from time to time. We hereby solicit and request your cooperation and assistance with respect to our access requirements. We are certainly aware of your business needs and operational requirements, and we assure you that any disturbance or impact to Rollins' business activities at the site would be kept to an utmost minimum.

Over the last week, we have been installing soil gas extraction and monitoring wells along the western portion of the property and adjacent to the fence line. Our plan is to access this area to install and operate a vapor extraction system and to perform periodic monitoring of the soil and groundwater wells. At this time, our activities on the Rollins property will be limited to just that area to the west, which is currently not part of your site development footprint. It is also our understanding

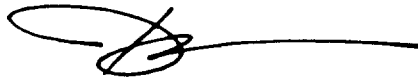
10 December 1992
JPK.085.92
Page 2

that Rollins was informed of TRW's remedial activities along this area during the acquisition process, and that Rollins expressed minimal concern regarding the activities that will be implemented or the potential impact that will result from such activities.

We will continue to keep you informed of any of our activities that may require additional access onto the Rollins property or any changes to our site investigative and remedial plans. We appreciate your understanding and cooperation with our site environmental activities. Feel free to call me at (310) 813-2720 if any questions or concerns should arise. Written correspondence can be sent to me at the following address:

TRW Inc.
One Space Park, 140/1536
Redondo Beach, CA 90278

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Kwan', with a long horizontal line extending to the right.

Joseph P. Kwan
Project Manager
TRW Inc.

cc: C.M. Miller
R.S. Ottinger
R.M. Walter

**TRW Electronic Systems
Group**

One Space Park
Redondo Beach, CA 90278
213 812 4321

PROPERTY UNDER CONSTRUCTION

JAN 14 1993

6 January 1993

**Mr. Dan Norman
Rollins Leasing Corporation
One Rollins Playa
P.O. Box 1791
Wilmington, DE 19803**

**Re: Ongoing Environmental Activities on the New Rollins Property
- Arenth Avenue, City of Industry, California**

Dear Mr. Norman:

This is a follow-up letter to our phone conversation in mid December 1992 in which we discussed the ongoing environmental activities on the Arenth Avenue property. As mentioned, TRW Inc. will be conducting soil and groundwater remediation activities on the northern portion of this tract over the next few years. For the southern portion, which is now owned by Rollins Leasing Corporation, only soil remediation activities will be conducted.

As you are aware, soil remediation work will be carried out on the western portion of the Rollins property along Fullerton Road. The soil vapor extraction and monitoring wells installed in that area will serve that purpose. The operation consists of placing a skid-mounted vapor extraction system adjacent to each of the extraction wells to withdraw organic vapors from the subsurface formation. This process will continue for a few months at a time over a two to three year period. It is anticipated that the work on this section of the property will begin by late 1993. Groundwater monitoring wells installed along this area will be used for periodic (quarterly or semi-annual) sampling.

In addition to the section along the western portion of the Rollins property, soil vapor extraction and monitoring will also be carried out along the south side of the Rollins' northern boundary. We were unaware that the newly installed soil extraction and monitoring wells are actually inside the Rollins property until it was pointed out by Mr. Howard Parsell, the structural engineer contracted by Rollins, during our site visit on 16 December 1992. We apologize for any inconvenience this may have caused. However, the placement of these soil vapor extraction and monitoring wells was directed by the California Regional Water

6 January 1993

Page 2

Quality Control Board based on the concentrations of soil vapor immediately beneath this area.

The remedial process in the area along the northern Rollins property line will be the same as that for the western section along Fullerton Road. It is anticipated that this work will not begin until early 1994 and that the vapor extraction equipment will most likely occupy Trailer Stall No. 8 (according to the latest Rollins site development plan) during the remediation process. In the meantime, it was agreed upon with Mr. Parsell that the groundwater monitoring well located on the northwest corner of the Rollins property and the two soil vapor wells along the northern property line would be marked and graded over during the site grading operation. At such time when the paving operation commences, TRW will be responsible for extending the casing of these wells to match the existing grade.

I hope that this update provides you with enough information as to what we have planned and how the remediation process will take place. Our objective is to do whatever we can to minimize any disturbance or impact to Rollins' business operations. We appreciate your understanding and cooperation with our remediation activities. Feel free to call me at (310) 813-2720 if any questions or concerns should arise. Written correspondence can be sent to me at the following address:

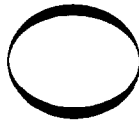
TRW Inc.
One Space Park, 140/1536
Redondo Beach, CA 90278

Sincerely,



Joseph P. Kwan
Project Manager
TRW Inc.

cc: G.L. Carroll - The WCM Group, Inc.
C.M. Miller - C.M. Miller Enterprises
R.S. Ottinger - TRW Inc.
R.M. Walter - TRW Inc.



Rollins Leasing Corp.

One Rollins Plaza
P.O. Box 1791, Wilmington, Delaware 19899
Phone: 302/426-2700

CORPORATE HEADQUARTERS

August 10, 1992

Mr. Gary Carroll
WCM Group, Inc.
P.O. Box 3247
Humble, TX 77347

RE: CITY OF INDUSTRY #2

Dear Gary:

Howard and I had an excellent meeting with the City of Industry with respect to the mitigation measures. The letter that you put together was very helpful, and we believe that our #1 concern will be addressed by that letter with respect to the 17 cam metals, etc. Howard obtained, from Charlie Miller, a copy of TRW's latest work plan. This is included for your review and files. In addition, the contact at TRW is Joe Kwan at (310) 813-2720. Please contact Mr. Kwan to insure that we are listed to be copied on all submittals to the RWQCB.

If you have any questions or comments, do not hesitate to contact me.

Very truly yours,

ROLLINS LEASING CORP.

Daniel C. Norman
Manager - Facilities

DCN/ed
Enclosure

3-20 47

IDEA

id environmental associates, inc.

**WORK PLAN TO REMEDIATE SOILS AND INVESTIGATE
GROUNDWATER IMPACTED BY VOLATILE ORGANIC
COMPOUNDS AT MONADNOCK COMPANY FACILITY
IN CITY OF INDUSTRY, CALIFORNIA**

Prepared for:

**TRW Inc.
One Space Park 140/1536
Redondo Beach, California 90278**

March 1992

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WORK PLAN TO REMEDIATE SOILS AND INVESTIGATE GROUNDWATER IMPACTED BY VOLATILE ORGANIC COMPOUNDS AT MONADNOCK COMPANY FACILITY IN CITY OF INDUSTRY, CALIFORNIA

1.0 INTRODUCTION

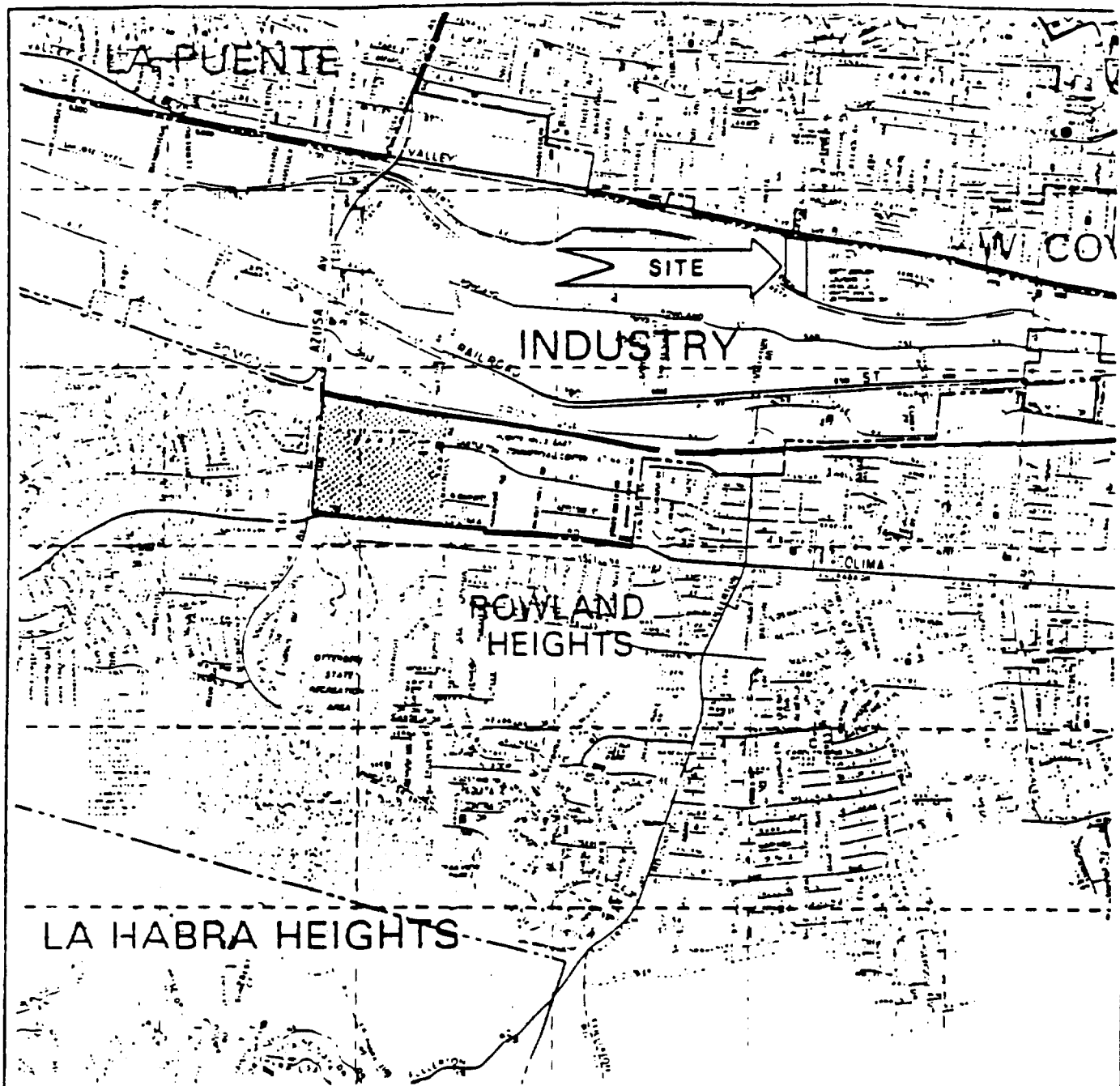
TRW Inc. (TRW), as a condition of the amended Cleanup and Abatement Order 88-057 (dated September 29, 1989) issued by the California Regional Water Quality Control Board - Los Angeles Region (RWQCB), is required to "determine any other contamination sources in the vadose zone on site (at the Monadnock Company facility) and evaluate threat to groundwater from residual contamination." To accomplish this goal, TRW used a phased approach, whereby (1) potential sources of contamination in the vadose zone were identified (Phase 2A) and (2) after identifying the potential sources of contamination, the lateral and vertical extent of contamination was evaluated (Phase 2B).

As a result of the Phase 2A and Phase 2B soil investigations, it was concluded by TRW and the RWQCB that remediation of soils containing volatile organic compounds (VOCs) is required at the Monadnock Company facility (see Figure 1 for site location). In addition, because underlying groundwater potentially could have been impacted by the VOCs in the soil, further groundwater investigation is planned. This work plan summarizes the activities that will be undertaken to accomplish these tasks.

2.0 REMEDIATION OF VOC-CONTAINING SOIL

Based on the historical uses of the site, the locations of potential pathways (underground structures, piping, drains) for VOCs to impact subsurface soils, and the analytical data generated during the Phase 2A and Phase 2B soil investigations, it was concluded that VOCs have impacted subsurface soils at the Monadnock Company site. During the Phase 2A soil investigation conducted in 1990, Woodward-Clyde Consultants identified the following areas at the Monadnock Company facility that contained VOCs in soil gas:

- o Sewer line and area adjacent to Monitoring Well MW-3
- o Southwest corner of building and alleged former swamp area
- o Southeast corner of building and bermed area along east wall of building
- o Degreaser area inside building
- o Pavement line south of building



SITE LOCATION

Project No.:

Date: SEPT 1960

Project:

TRW-MONADNOCK

Fig. 1

Additional soil gas work conducted by ID Environmental Associates, Inc. (IDEA) during Phase 2B in 1991 confirmed the findings of the Phase 2A investigation.

The data from the Phase 2A and Phase 2B soil gas surveys indicated that much of the VOC-containing soil gas beneath the Monadnock Company property probably has resulted from gas migration, rather than VOCs being present in the soil matrix. Areas apparently impacted by migrating VOC-containing soil gas include the heat treatment room, the sewer line and area adjacent to Monitoring Well MW-3, the southwest corner of the building and the alleged former swamp area, the southeast corner of the building, and the pavement line south of the building.

To confirm that elevated VOC concentrations in soil gas were the result of migrating soil gas and not VOCs present in the soil matrix, IDEA drilled soil borings in each area containing elevated concentrations of VOCs in soil gas. Soil samples were collected from each boring and analyzed for purgeable halogenated volatile organics (EPA Method 8010) or VOCs (EPA Method 8260). Significant concentrations of VOCs [in the hundreds and low thousands of micrograms of compound per kilogram of soil ($\mu\text{g/kg}$)] were only detected in the subsurface soil matrix beneath the degreaser area. Insignificant concentrations of VOCs (in the low tens of $\mu\text{g/kg}$ or less) were detected in other areas at the site.

2.1 Vapor Extraction System

To remediate elevated VOC concentrations in both soil gas and the soil matrix, a vapor extraction system (VES) will be used at the Monadnock Company site.

The VES will consist of the following components:

- o Vapor extraction wells, each of 4-inch diameter
- o Pressure monitor wells of 2-inch diameter
- o One 5-horsepower blower and motor (size pending results of pilot test)
- o Air emissions control unit
- o Related piping and gauges

Through the use of the blower, a vacuum (less than atmospheric pressure) will be maintained on the extraction well(s). Because a pressure differential will exist between the extraction well(s) and the surrounding soil, air will flow through the VOC-impacted soil toward the well(s). Compounds with a measurable vapor pressure will then be stripped from the soil by the moving air. These compounds will be collected at the extraction well(s) and discharged to the atmosphere through the air emissions control unit.

The pressure monitor wells will be used to evaluate certain system performance characteristics. Pressures will be monitored at 5, 15, and 25 feet of depth within each of the wells. These data will be used to evaluate soil gas flow patterns within the zone of impacted soil, thus documenting that these soils are being influenced by the VES. In addition, the pressure monitor wells will be used to measure real-time concentrations of VOCs in soil gas, thus documenting that elevated VOC concentrations in soil gas are being remediated.

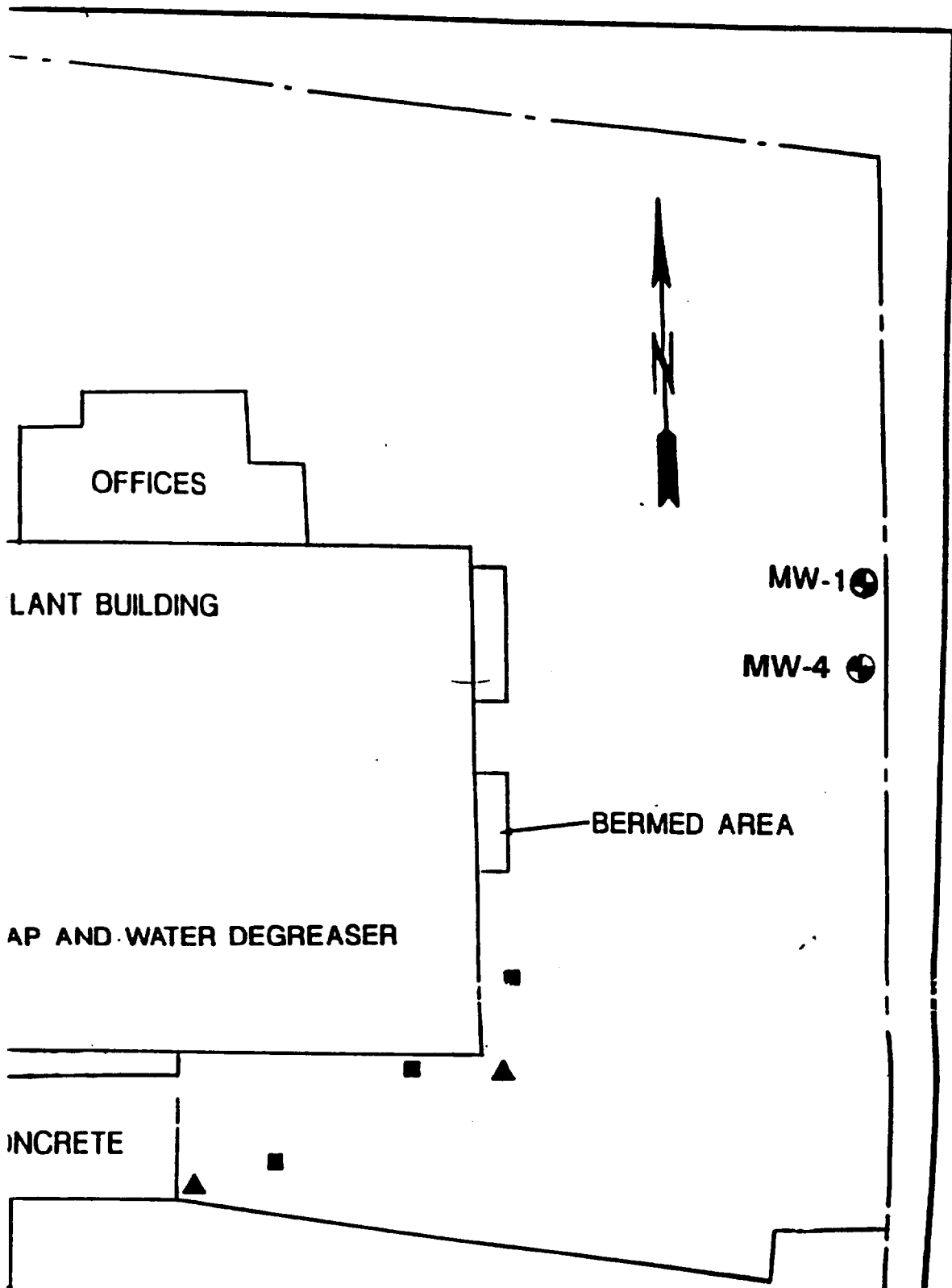
2.1.1 Design Requirements

Soil remediation at the Monadnock Company site will be conducted on a phased basis, occurring first in the degreaser area. Following completion of soil remediation in the degreaser area, the VES unit will be moved to the sewer line/Monitoring Well MW-3 area, and soil remediation begun in that area. This sequence will be repeated until all areas requiring soil remediation have been treated.

Vapor extraction and pressure monitor wells will be installed in all areas at one time. Proposed locations are shown on Figure 2. Well installation will occur as follows:

- o **Degreaser area** - One extraction well and four pressure monitor wells will be installed. One of the pressure monitor wells will be located between the degreaser area and the heat treatment room (see Figure 2) to evaluate if VOC-containing soil gas beneath the heat treatment room is being captured by the VES.
- o **Sewer line and area adjacent to Monitoring Well MW-3** - One extraction well and two pressure monitor wells will be installed.
- o **Southwest corner of building and alleged former swamp area** - One extraction well and one pressure monitor well will be installed.
- o **Southeast corner of building and bermed area along east wall of building** - One extraction well and two pressure monitor wells will be installed.
- o **Pavement line south of building** - One extraction well and one pressure monitor well will be installed.

Vapor extraction wells will be slotted from 2 to 25 feet below grade. Pressure monitor wells will consist of 1-foot slotted sections at depths of 5, 15, and 25 feet below grade. Wells will not extend to depths greater than 25 feet below grade to avoid contact with the underlying groundwater (located at 30 to 35 feet below grade).



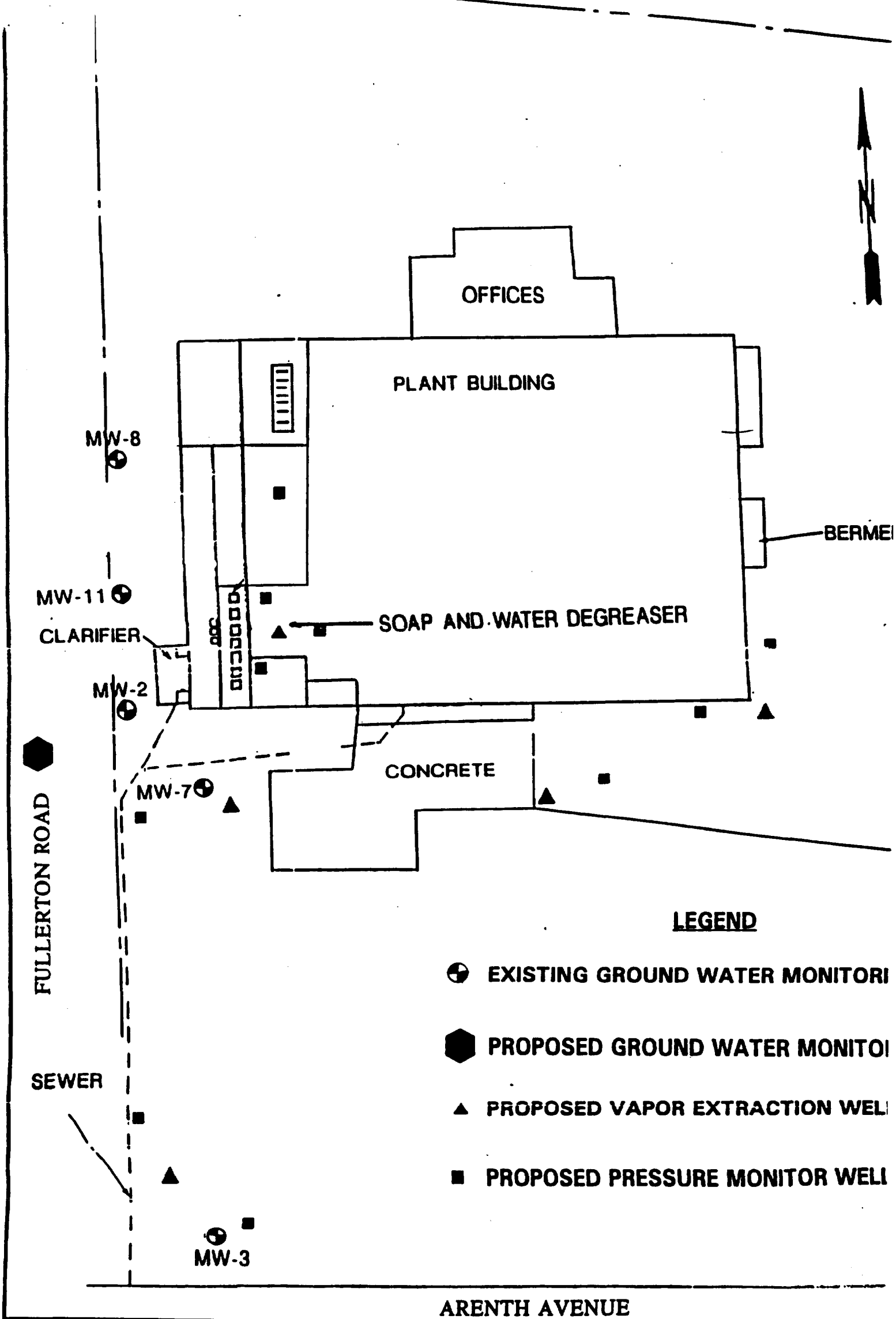
LEGEND

⊗ EXISTING GROUND WATER MONITORING WELL

⬢ PROPOSED GROUND WATER MONITORING WELL

▲ PROPOSED VAPOR EXTRACTION WELL

■ PROPOSED PRESSURE MONITOR WELL



PROPOSED LOCATIONS OF GROUND WATER MONITORING WELLS, VAPOR EXTRACTION WELLS, AND PRESSU

Project No.: 9104M	Date: MARCH 1992	Project: TRW - MONADNOCK
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To assist in sizing the VES blower and motor, a pilot test will be conducted. After installation of the vapor extraction and pressure monitor wells in the degreaser area, a portable blower and motor will be brought to and used at the Monadnock Company site to evaluate the following parameters:

- o Range of flow rates of extracted soil gas from extraction wells
- o Expected organic compound concentrations in the extracted soil gas

2.1.2 Regulatory Agency Permits

Regulatory agencies that may require approvals or permits to operate the VES are the California Environmental Protection Agency - Department of Toxic Substances Control (DTSC), the South Coast Air Quality Management District (SCAQMD) and the RWQCB. Following specification of the VES equipment and air emissions control device, the necessary permit applications will be prepared for submittal to the DTSC, SCAQMD and RWQCB. These agencies may impose certain restrictions as part of their approval to operate, including:

- o Onsite monitoring of the VES at periodic intervals, with recording of the following parameters:
 - subsurface pressures and VOC concentrations at pressure monitor wells
 - velocity, temperature, and pressure of extracted soil gas stream to air emissions control unit
 - organic compound concentrations of inlet and exhaust gas streams to and from the air emissions control unit
- o Performance test of VES air emissions control unit soon after startup of equipment
- o Preparation of written documentation to establish effectiveness of the VES

2.1.3 Air Emissions Control

Based on the estimated quantity of VOCs present in the soil gas and soil matrix, it is anticipated that the air emissions control system will use carbon adsorption. The carbon adsorption system will consist of two or three canisters in series.

2.2 Soil Sampling and Analysis

It is anticipated that two soil sampling and analysis events will occur over the life of the remediation project. These events will occur at the middle and at the end of the project. Presently, it is anticipated that each event will consist of the following activities:

- o Drilling of soil borings to 25 feet of depth and collection of soil samples from within each boring at 5-foot intervals.
- o Analysis of collected soil samples for purgeable halogenated volatile organics using EPA Method 8010

The data from the first soil sampling and analysis event will be used to assess the on-going effectiveness of the VES. After review of the data, modifications will be made to the VES as necessary [e.g., using the pressure monitor well(s) as additional extraction well(s)]. The data from the second soil sampling and analysis event will be used to document that the soil remediation project is complete.

2.3 Preparation of Final Closure Report

Following completion of the soil remediation project, a final closure report will be prepared. The report will summarize the following topics:

- o Previous soil investigation programs conducted at the site
- o Soil remediation program conducted in degreaser area, sewer line and area adjacent to Monitoring Well MW-3, southwest corner of building and alleged former swamp area, southeast corner of building and bermed area along east wall of building, and pavement line south of building. Included will be a description of the VES and the results of the confirmatory analyses.

The report will include copies of the chain-of-custody forms and analytical laboratory reports relevant to the soil remediation programs.

3.0 GROUNDWATER INVESTIGATION

To evaluate if groundwater has been impacted at the Monadnock Company site, a groundwater investigation program (Phase 3) will be undertaken. The Phase 3 program will consist of (1) the installation of additional groundwater monitoring wells and (2) groundwater sampling and analysis using the existing and proposed wells.

Initially, the objective of the groundwater investigation will be to identify onsite areas at which groundwater may have been impacted by VOCs. The initial investigation will focus on the uppermost groundwater zone (located at approximately 30 to 35 feet below the ground surface). After these areas have been identified, an additional investigation will be conducted to assess the extent of VOC-impacted groundwater, both onsite and offsite.

The following subsections describe the initial groundwater investigation.

3.1 Installation of Additional Groundwater Monitoring Wells

Presently, seven groundwater monitoring wells are located on the Monadnock Company property (see Figure 2 for well locations). A recent sounding of the wells (March 11, 1992) indicates that five of the wells (Wells MW-1, MW-2, MW-4, MW-7, and MW-8) extend to between 45 and 50 feet of depth; Well MW-11 extends to a depth greater than 100 feet. Well MW-3 was inaccessible at the time of the well soundings due to the construction of Fullerton Road. Previous sampling and analysis of groundwater samples from these wells (conducted in 1989) indicated the presence of chlorinated organic compounds at concentrations ranging from the low micrograms of compound per liter of water ($\mu\text{g/l}$) to hundreds of $\mu\text{g/l}$.

The initial groundwater investigation will use the existing wells and additional wells to be installed. The additional wells will be located as follows:

- o One well will be sited along the eastern fence line, near Arenth Avenue. This well, in addition to the existing Wells MW-1 and MW-4, will be used to assess the chemical quality of groundwater flowing onto the Monadnock Company site.
- o One well will be sited west of the Monadnock Company property, on the Fullerton Road right-of-way (assuming that permission can be obtained from the applicable governmental agencies). This well will be used to assess if VOCs originating at the Monadnock Company site have migrated offsite.

The proposed locations of the additional wells are shown on Figure 2. Prior to installation of the additional wells, a permit will be obtained from the Los Angeles County Department of Health Services (LACDHS).

The additional wells will be constructed of 4-inch diameter PVC casing (consistent with the construction materials of the existing wells at the site). Presently, water elevations beneath the Monadnock Company site are between 30 and 35 feet below the ground surface (based on measurement of water levels in four of the existing wells conducted on March 11, 1992). Thus, the additional wells will be screened from about 20 feet to 50 feet below the ground surface, in conformance with RWQCB guidelines.

Prior to casing placement, the aquifer materials will be characterized using a sieve analysis to properly select the appropriate filter pack and screen. After placement of the casing, the filter pack will be installed to extend a minimum of two feet above the end of the screened interval. A cement or cement/bentonite grout will be used above the filter pack to approximately three feet below the ground surface. The final three feet will be completed using a cement seal. A locking cover (traffic-rated where appropriate) will be placed over the completed well.

The additional wells will be purged and developed in conformance with RWQCB guidelines. Each of the existing and additional wells will be surveyed to establish the elevation of the top of each well casing (to the nearest 0.01 foot) relative to mean sea level.

Waste water generated during well installation and development will be placed in 55-gallon drums, labeled as to well location, and left on site. Drum contents will be disposed of onsite or at an appropriate waste disposal facility, depending on the results of chemical analyses of groundwater samples collected from the wells (see Section 3.2).

3.2 Groundwater Sampling and Analysis

After installation of the additional wells, groundwater samples (one primary sample and one duplicate sample) will be collected from each of the existing and additional wells. The groundwater samples will be submitted to CKY Analytical Laboratories, a California-certified hazardous waste analytical laboratory, for chemical analysis; a field blank (used to evaluate cross-contamination of the samples during shipment) will be included with the samples. The primary samples, one duplicate sample, and the field blank will be analyzed for purgeable halocarbons using EPA Method 601.

Waste water generated during well sampling will be placed in 55-gallon drums, labeled as to well location, and left on site. Drum contents will be disposed of onsite or at an appropriate waste disposal facility, depending on the results of chemical analyses of groundwater samples collected from the wells.

3.3 Reporting

After receipt of the analytical data, a final report will be prepared and submitted to the RWQCB. The report will summarize the following topics:

- o description of regional geology and hydrogeology
- o rationale for locations of additional wells
- o well installation and development procedures
- o boring logs
- o groundwater sampling protocols
- o chain-of-custody documentation and analytical laboratory results
- o discussion of results and recommendations

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION**

101 CENTRE PLAZA DRIVE
MONTEREY PARK, CALIFORNIA 91754-2156
(213) 266-7500



January 8, 1990

Mr. Charles M. Miller
C. M. Enterprises
20415 Prestina Way
Walnut, CA 91789

**WELL SAMPLING AND DESTRUCTION - MONADNOCK FACILITY, CITY OF
INDUSTRY (CAO 88-057; FILE NO. 86-68)**

The large diameter well casing, which protruded over four feet above ground surface in the vacant area between the facility building and Arenth Avenue, has been reported to be open to the water table following removal of a few feet of concrete grout. It must be properly destroyed in accordance with appropriate Department of Water Resource (DWR) Regulations. However, its position upgradient of MW-3 provides an opportunity to obtain "background" water samples. Prior to its destruction, at least two rounds of water samples should be obtained in conjunction with sampling at the existing wells. Depth to water should be measured and the wellhead surveyed from an appropriate benchmark to .01 feet vertical and .1 feet horizontal.

DWR Bulletin 74-81 provides minimum water well destruction standards for the general case. These include the following important elements:

1. Destruction shall consist of complete filling.
2. Before filling, it must be investigated and described as to condition and construction. Note any obstructions to filling and remove.
3. The casing should be punctured in some fashion as necessary to ensure that sealing material fills not only the casing but also any annular space or voids within the formation materials.
4. Remove part of the casing as deemed necessary. In this instance removal should be 5-10 feet below existing grade. The hole should be excavated around the well casing and after casing removal the sealant material for the upper portion of the well should be allowed to spill over to form a cap. The excavation should be filled with native soil after the sealing material has

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C. M. Enterprises

set.

5. The stratigraphy developed from the existing monitoring wells should be examined. Suitable inorganic material should be placed opposite the horizon penetrated. The goal is to restore the well area to previous conditions and to prevent any vertical interchange between aquifer horizons intersecting the former well.
6. In all cases the upper 20 feet should be sealed with impervious materials. Suitable materials include neat cement, sand-cement grout, concrete, and bentonite clay.
7. Although many materials are considered by DWR as suitable fillers, the use of impervious, non-reactive, non organic material such as clay is preferred for well filling in the saturated horizon and zone of water table fluctuation.
8. The well should be sealed from the bottom of the well up and sealant placed by methods that prevent free fall, dilution and or separation of aggregate from cement materials. Neat cement grout, sand cement grout or concrete should be placed in one continuous operation.
9. In wells with filter packs, where the casing must be perforated to assure penetration of the sealing material into the filter envelope, any pressure applied to force the material out into the annular space must be maintained for a length of time sufficient for cementing mixture to set.
10. Verification must be made that volume of material placed in the well at least equals the volume of the empty hole. This is to assure that that well is filled and that no jamming or "bridging" has occurred.
11. During periods when no work is being done at the well, the well and any surrounding excavation must be covered in sufficient fashion so as to prevent entry of foreign material into the well and to protect the public from a potential hazard.

The water sampling shall be in accordance with EPA protocols for volatile organic contaminants and those specific concerns expressed in previous workplan reviews, e.g. turbidity analysis.

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The next round of water sampling should be performed before the end of January. Results are due to this Regional Board by February 15, 1990. If you have any question contact Philip Chandler at (213) 266-7537.



ROY R. SAKAIDA
Senior Water Resource
Control Engineer

cc: Seichi Saito, L.A. Water Department Health Service
Joseph Kwan, TRW Inc.

Dup

H. Farsell

DESTRUCTION OF LARGE DIAMETER
WATER WELL IN VACANT LOT
SOUTH OF THE MONADNOCK COMPANY
SITE AT 18301 EAST ARENTH AVENUE,
CITY OF INDUSTRY, CALIFORNIA

February 28, 1990

Prepared by:
McLaren



McLaren

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INTRODUCTION

TRW contracted with McLaren to respond to the Regional Water Quality Control Board (RWQCB) letter of January 8, 1990 to Mr. Charles Miller. The letter requested the destruction of an abandoned water well located in the vacant lot south of the Monadnock Company facility at 18301 East Arenth Avenue, City of Industry, California. Figure 1 shows the abandoned well location, well A-1. The letter also requested that water quality samples be collected from this well, and from all other groundwater monitor wells already located on-site. The groundwater sampling and well sounding was completed on January 24 and 25, 1990. The results of the water quality sampling were forwarded to the RWQCB on February 5, 1990 and McLaren received verbal approval to destroy A-1 from Mr. Philip Chandler, RWQCB, on February 8, 1990. This report documents the well destruction and the backfill and compaction of the excavation around the well site.

PHYSICAL PARAMETERS

In conjunction with sampling well A-1 on January 24, 1990, other physical parameters were measured at 17:50 in the evening.

As reported to the RWQCB on February 5, 1990 these parameters are as follows:

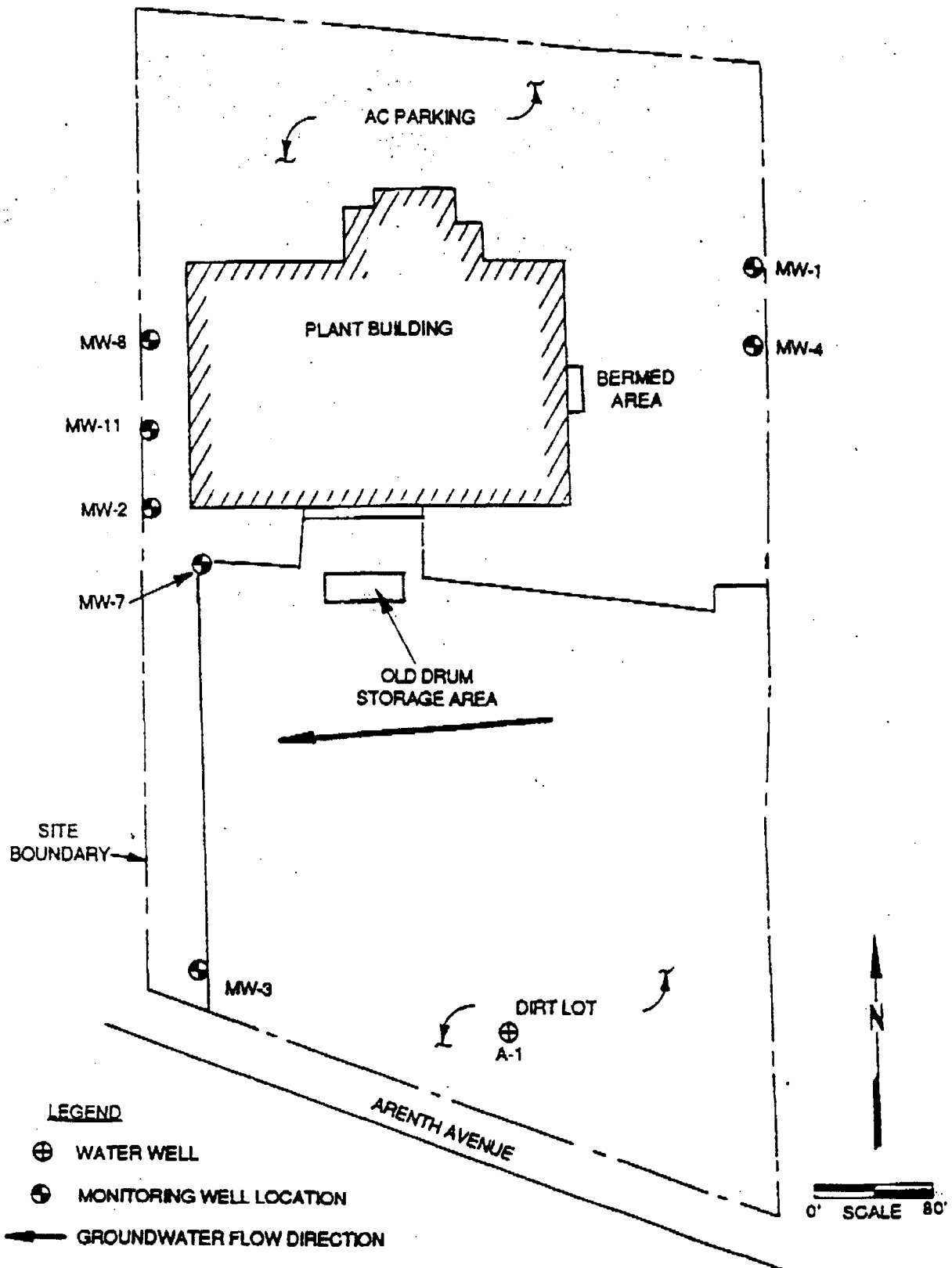
- Temperature - 68.2°F
- Electrical Conductivity - 1,400 us/cm
- pH - 7.39
- Turbidity - 4.29 NTU
- Depth to Water - 31.12 feet
- Total Depth of Well - 60 feet

WELL DESTRUCTION

Prior to McLaren mobilizing on-site, the well owner, Mr. Miller, had the area surrounding the well excavated to facilitate cutting the casing below grade. On January 24, 1990, McLaren sloped the top of the excavation to conform to OSHA safety standards prior to entering the excavation in order to cut the well casing and sample the well. On February 14, 1990, McLaren backfilled the well with 95 cubic feet of bentonite clay and 3.8 cubic feet of concrete.

The total volume of the well was calculated to be 40 cubic feet. This volume is based on the total depth sounded, 60 feet, and the diameter of the well, 11 inches. The volume calculations are included in Appendix I. The well was backfilled with hi-solids bentonite clay, recommended in the "Water Well Standards: State of California (Department of Water Resources, Bulletin 74-81)" as providing the best seal because of its ability to expand, and then capped with concrete.

FIGURE 1
LOCATION OF ABANDONED WELL A-1
THE MONADNOCK COMPANY



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The final destruction specifications of the well site from the field grade down, are:

0' - 12.5' Native soil backfill of excavation;

12.5' - 18.5' Concrete seal; and

18.5' - 69.5' Bentonite clay seal.

EXCAVATION BACKFILLING

The excavation was backfilled and compacted on February 15, 1990. The backfilling was performed in six-inch lifts, compaction tests were performed at least every two feet in depth. Compaction was to a minimum of 90%. The compaction tests were performed by Western Laboratories and their report is included as Appendix II. The fill has been certified for slab support.

CONCLUSION

Well A-1 has been destroyed in compliance with state and local regulations. Copies of the state form DWR 188 will be forwarded to the Department of Water Resources, the Los Angeles County Department of Health Services, Mr. Charles Miller, and to TRW.

The excavation surrounding the wellsite was filled with native soil and compacted to 90%.

APPENDIX I

WELL A-1 VOLUME CALCULATIONS

Well Volume Calculation

h = 60', 11" = diameter

$$v = \frac{\pi d^2 h}{4} = \frac{\pi (11/12)^2}{4} \times 60 = 39.6 \text{ ft}^3 = 40 \text{ ft}^3$$

Total depth of well = h = 60 ft. from the point 9.5' below grade, where casing was cut originally.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

WESTERN LABORATORIES COMPACTION REPORT



Western Laboratories McLAREN

Soil and Foundation Engineering

FEB 22 1990

A McLaren Company

February 20, 1990

Work Order 90-742
Job No. 89105

McLaren
2855 Pullman Street
Santa Ana, California 92705

Re: Supervised Compaction Report - Well
Excavation Backfill Area for Slab
Support, Only - TRW Facility - Located at
18301 East Arenth Avenue, in the City of
Industry, California

Dear Sirs:

Submitted herewith is a Supervised Compaction Report of fill
placed within a well excavation backfill for slab support
only, at the above reference.

Compaction test results are shown on Table I. Locations of
these tests are shown on the accompanying plot plan.

Laboratory Standard: (ASTM D-1557-78)
4 inch dia.mold; 1/30 cu.ft.vol.;
5 layers - 25 blows per layer;
10 lb. hammer dropped 18 inches

Soil Type	Classification	Optimum Moisture %	Max. Dry Density Lbs./Cu.Ft.
I	Sandy CLAY	16.0	112.0
II	Sandy CLAY with gravel	14.5	118.0
III	Sandy CLAY with gravel	12.5	122.0

Prior to the placement of fill soils, all vegetation and
debris were stripped and hauled from the certified fill area.

Existing fill soils were excavated to competent natural
ground.

The natural ground was scarified, brought to near optimum
moisture content, and compacted in-place to a minimum of 90
percent of the laboratory standard.

Work Order 90-742

-2-

On-site and approved fill materials, consisting of Soil Types I - III, were placed in lifts not exceeding 6 inches in thickness, brought to proper moisture content and compacted in place to a minimum of 90 percent of the laboratory standard. Each fill lift was treated in like manner. Maximum depth of fill placed was 8.0 feet.

The percent of maximum dry density was determined by the Sand Cone Method (ASTM D-1556-82). These tests were taken a minimum of every 500 cubic yards placed and every 2.0 feet in depth of fill placed.

Due to the fact that no preliminary soils investigation was performed on the site, no foundation or bearing capacity recommendations are stated, therefore, this fill is certified for slab support only.

We appreciate this opportunity to be of service to you.

Respectfully submitted,

McLAREN WESTERN LABORATORIES



Thomas C. Hare
 Thomas C. Hare
 R.G.E. 380

Work Order 90-742

TABLE I

<u>Test No.</u>	<u>Depth *</u>	<u>Moisture</u>	<u>Unit Weight Lbs./Cu.Ft.</u>	<u>Relative Compaction %</u>	<u>Soil Type</u>
101	8.0-8.5	11.4	93.6	84	I
**101A	8.0-8.5	13.9	102.7	92	I
102	6.0-6.5	13.2	113.2	96	II
103	5.0-5.5	10.7	96.6	85	I
**103A	5.0-5.5	14.8	102.9	92	I
104	4.0-4.5	11.3	108.6	89	III
**104A	4.0-4.5	12.2	119.4	98	III
105	2.0-2.5	14.6	101.0	90	I
106	0.0-0.5	11.6	101.5	86	II
**106A	0.0-0.5	11.3	102.1	87	II
**106B	0.0-0.5	13.4	107.4	91	II

* Depth below rough grade (in feet)

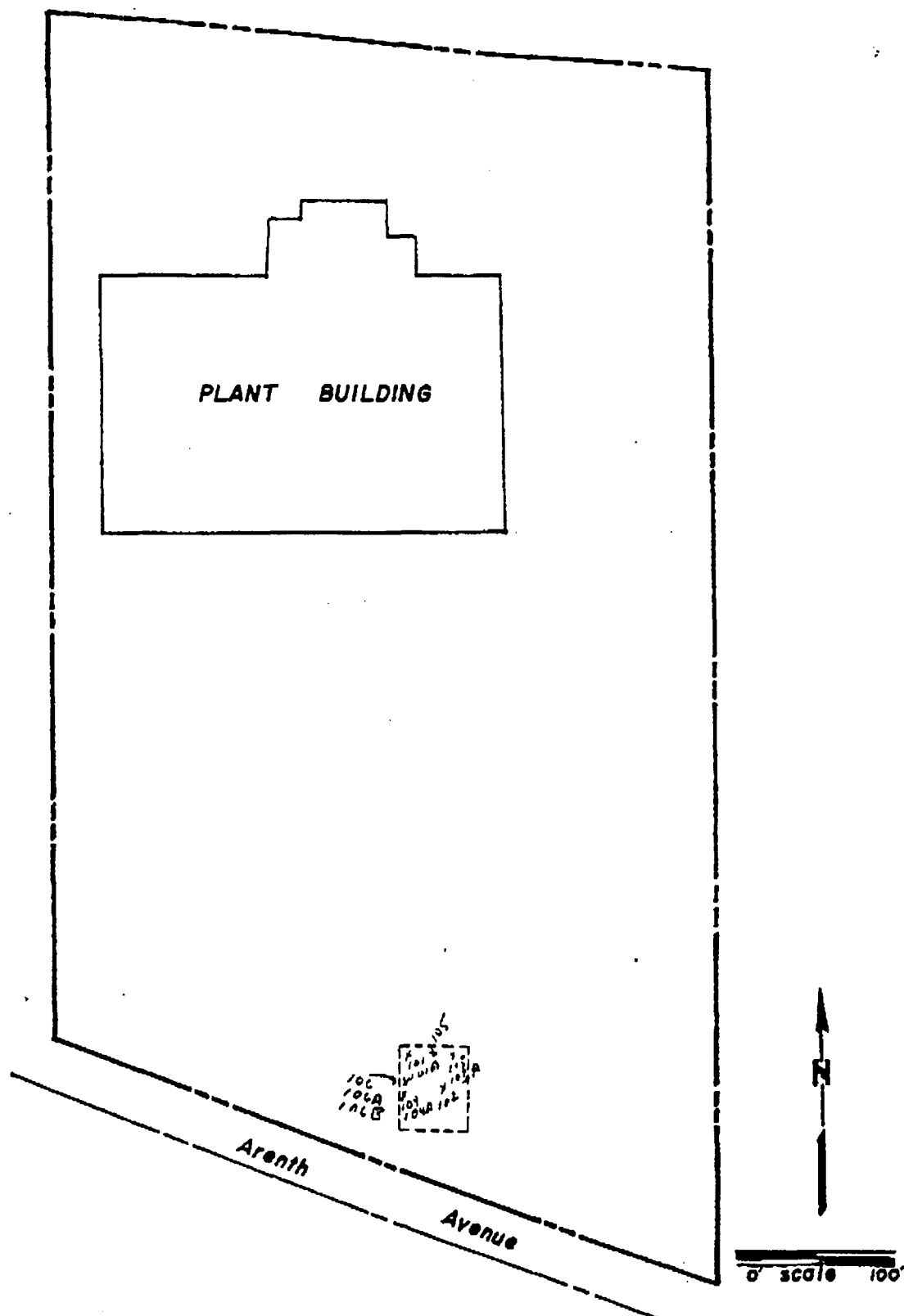
** Retest of low test after area reworked



Western Laboratories

Soil and Foundation Engineering

A McLaren Company



LOCATION OF COMPACTION TESTS

X = COMPACTION TEST

PREPARED FOR

Mc Laren

DATE: 2-16-90

SCALE: 1"=100'

WORK ORDER:
90-742



Western Laboratories

Soil and Foundation Engineering
A McLaren Company

orig
TRW General Services
Division
Space & Defense Sector

One Space Park
Redondo Beach, CA 90278
213.535.4321

DUP

TRW

25 July 1990
JPK.232.90

Mr. Charles M. Miller
20415 Prestina Way
Walnut, California 91789

Re: Site Audit Report, Soil Investigation Work Plan,
and Approval Letter - Monadnock Project

Dear Charlie:

As requested, enclosed are the documents relative to the latest investigation phases of the Monadnock project. These documents are listed as follows:

1. Site Audit Report dated 28 February 1990
2. Onsite Soil Investigation Work Plan dated March 1990
3. Work Plan Approval Letter dated 21 June 1990

Please call if you have any questions.

Very truly yours,



Joseph P. Kwan
Project Manager
TRW Inc.

Enclosures

cc: D.W. Beck - Tuttle & Taylor
R.M. Walter - TRW Inc.

TRW General Services
Division
Space & Defense Sector

One Space Park
Redondo Beach, CA 90278
213.535.4321

1 March 1990
JPK.156.90

Mr. Philip B. Chandler
California Regional Water Quality Control Board
Los Angeles Region
101 Centre Plaza Drive
Monterey Park, California 91754-2156


Re: Cleanup and Abatement Order No. 88-057
Site Audit Report
Monadnock Company Facility
City of Industry, California

Dear Mr. Chandler:

TRW Inc. is submitting the enclosed Site Audit Report of the Monadnock Company facility in the City of Industry, California, to fulfill the requirements of Order No. 10 (b) in Cleanup and Abatement Order No. 88-057, issued by the California Regional Water Quality Control Board on 29 September 1989.

We plan to submit the work plan for the other contamination sources assessment by 15 April 1990. Please feel free to call myself or John Clark of our staff if any questions or concerns should arise. I can be reached at (213) 813-2720 and John can be contacted at (213) 814-8578.

Very truly yours,



Joseph P. Kwan
Project Manager
TRW Inc.

Enclosure

cc: R.S. Ottinger
K.H. Scheyer
R.M. Walter

TRW Inc.

203 North Golden Circle Drive
Santa Ana, CA 92705
(714) 835-6886
(213) 581-7164
Fax: (714) 667-7147
Telex: 68-3420

Woodward-Clyde Consultants

22 March 1990
Project No. 904W164A

Mr. Phil Chandler
California Regional Water Quality Control Board
Los Angeles Region
101 Centre Plaza
Monterey Park, California 91754

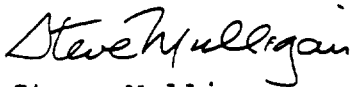
**SUBJECT: WORK PLAN TO EVALUATE POTENTIAL ONSITE SOURCES OF
CONTAMINATION IN VADOSE ZONE AT MONADNOCK COMPANY
FACILITY CITY OF INDUSTRY, CALIFORNIA**

Dear Mr. Chandler:

As requested by TRW Inc., Woodward-Clyde Consultants is submitting the subject document. The work plan was prepared in response to the amended Cleanup and Abatement Order 88-057, dated 29 September 1989.

Very truly yours,

WOODWARD-CLYDE CONSULTANTS



Steve Mulligan
Senior Project Engineer

SM/dg
cc: John Clark, TRW Inc.
(2DG-SM/CHANDLER.DOC)



Woodward-Clyde Consultants

**WORK PLAN TO EVALUATE
POTENTIAL ONSITE SOURCES OF
CONTAMINATION IN VADOSE ZONE AT
MONADNOCK COMPANY FACILITY
CITY OF INDUSTRY, CALIFORNIA**

Prepared for:

TRW Inc.
One Space Park 140/2302
Redondo Beach, California 90278

Prepared by:

Woodward-Clyde Consultants
203 North Golden Circle Drive
Santa Ana, California 92705

Project No. 904W164A
March 1990



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**WORK PLAN TO EVALUATE
POTENTIAL ONSITE SOURCES OF
CONTAMINATION IN VADOSE ZONE AT
MONADNOCK COMPANY FACILITY
CITY OF INDUSTRY, CALIFORNIA**

1.0 INTRODUCTION

The California Regional Water Quality Control Board-Los Angeles Region (RWQCB) has determined that discharges of solvents and other chemicals have occurred from the Monadnock Company facility, located at 18301 East Arenth Avenue in City of Industry, California. Specifically, the RWQCB, in Cleanup and Abatement Order 88-2 (dated 11 May 1988), stated that the following actions have or could have caused soil and/or groundwater contamination at the site:

- o Cleaning of equipment with solvents in an unpaved area of the site
- o Occasional dumping of used chemicals on the ground
- o Potential spills or leakage from chemical storage
- o Potential leakage from sumps, drains, piping, and an industrial waste clarifier

TRW Inc. (TRW), as a condition of the amended Cleanup and Abatement Order 88-057 issued by the RWQCB (dated 29 September 1989) is required to develop "an acceptable systematic work plan to determine any other contamination sources in the vadose zone on site (at the Monadnock Company facility) and evaluate threat to groundwater from residual contamination." To accomplish this goal, TRW has chosen to use a phased approach, whereby (1) potential sources of contamination in the vadose zone will be identified

(Phase 2A) and (2) having identified the potential sources of contamination, the lateral and vertical extent of contamination will be evaluated (Phase 2B). This work plan addresses Phase 2A, the identification of potential sources of contamination in the vadose zone.

2.0 SCOPE OF WORK

Historically, organic solvents and metals have been used at the Monadnock Company facility. Additionally, as part of the metal finishing process, cyanide salts were used. Files reviewed by Woodward-Clyde Consultants (Woodward-Clyde) indicate that chemicals used at the facility included the following:

- o sodium and zinc cyanide
- o cadmium oxide
- o chromium compounds
- o zinc
- o copper
- o 1,1,1-trichloroethane

Thus, the proposed investigation will focus on potential vadose zone contamination from volatile organic compounds (VOCs), the specific metals historically used at the facility, and cyanide. The investigation will include the use of soil gas sampling and near-surface soil sampling and analysis. Areas of suspected VOC contamination will be surveyed using soil gas sampling and confirmatory soil sampling and analysis; areas of suspected toxic metal or cyanide contamination will be evaluated through near-surface soil sampling and analysis.

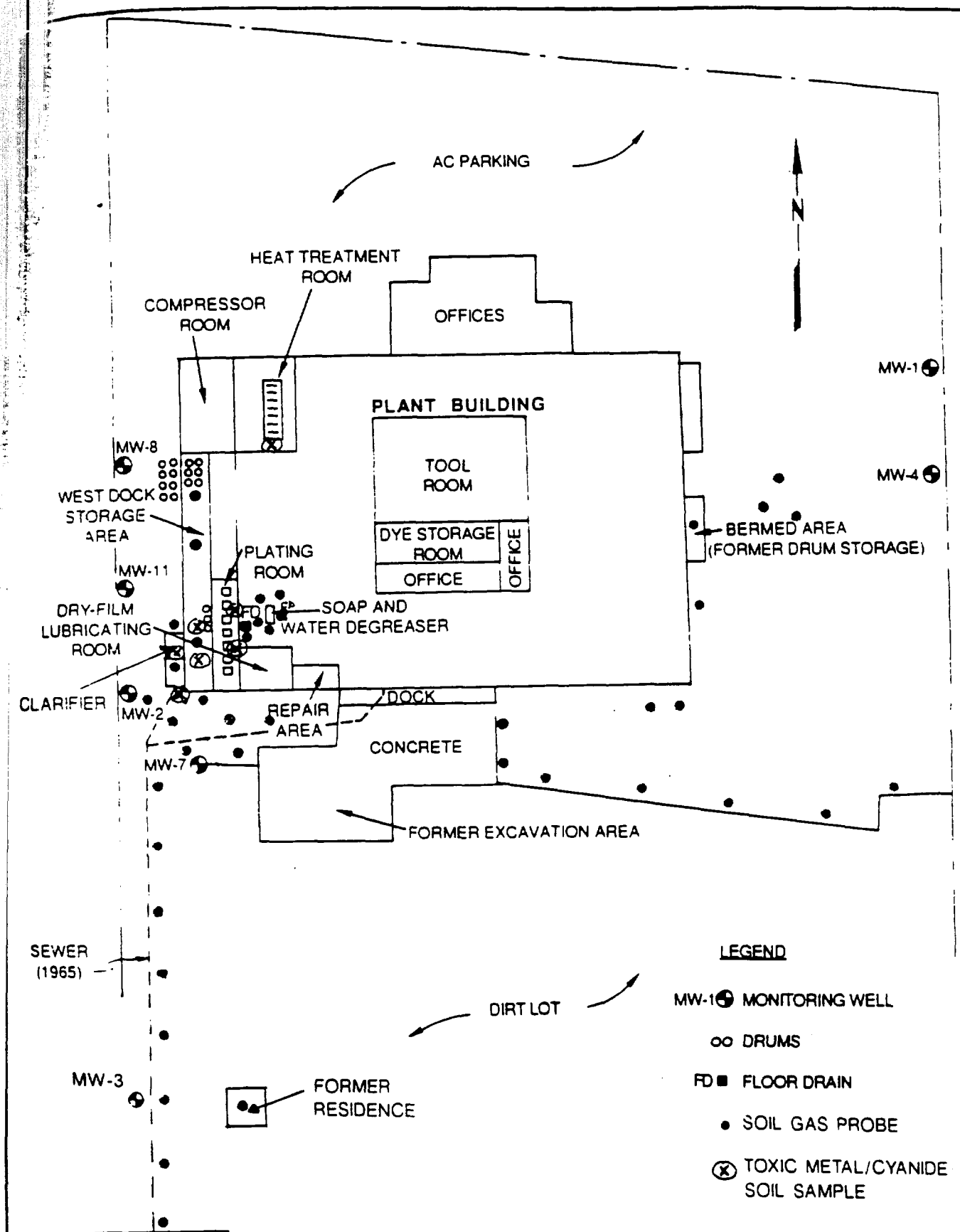
2.1 Soil Gas Survey

VOCs in soils can often be identified by analyzing trace gases in soil below the ground surface. This technique is possible because many VOCs, including 1,1,1-trichloroethane (TCA), trichloroethene (TCE), and tetrachloroethene (PCE), will volatilize from contaminated soils and move by molecular diffusion away from source areas towards regions of lower concentration in the surrounding soil profile. At sites where VOCs have migrated as a liquid phase away from source areas, the concentration of VOCs found in the gaseous component of the vadose zone may be related, in a general way, to the concentration of VOCs found along the migratory pathways.

Soil gas sampling is used as an aid in broadly delineating the zone of subsurface materials containing elevated concentrations of volatile constituents. Used in this way, soil gas sampling is an effective, relatively non-disruptive technique to quickly identify the general extent of subsurface materials containing elevated levels of VOCs. This information can then be used to more effectively locate soil borings.

Based on the concerns of the RWQCB and the previous chemical storage/usage patterns at the Monadnock Company facility, soil gas surveying will be used in the following areas (see Figure 1):

- o Sewer line from clarifier to street
- o Clarifier
- o Former vapor degreasers and associated floor drains
- o Area upgradient (to the east) of monitoring Well MW-3
- o Concrete/asphalt interface south of building



APPROXIMATE LOCATION OF SOIL GAS PROBE AND SOIL SAMPLES

- o Southwest corner of building
- o Former equipment cleaning areas (two have been identified)
- o Former chemical storage areas
- o Alleged former swamp area

The latter three areas have been sampled by outside consultants; however, the data are insufficient to adequately define the vertical and lateral extent of VOC contamination in these areas. Thus, the results of the soil gas survey will be used to define preliminarily the extent of VOC contamination in the areas.

The following subsections outline the proposed locations at which soil gas probes will be placed in each of the above-listed areas. In addition, protocols under which the soil gas survey will be conducted are also discussed.

2.1.1 Sewer Line from Clarifier to Street

The sewer line that runs from the clarifier located at the southwest corner of the building to the main trunk line adjacent to Arenth Avenue will be investigated for possible leakage of VOCs to subsurface soils. To accomplish this task, soil gas probes will be placed at 50-foot intervals along the sewer line. The probes will, to the extent possible, be placed in the fill surrounding the sewer line. One probe will be placed in the vicinity of monitoring well MW-3.

2.1.2 Clarifier

Sources of VOCs within the manufacturing plant historically have drained, either through sumps, trenches, or floor drains, to the clarifier. Thus, two soil gas probes, one at

each end of the clarifier, will be installed; each probe will extend to approximately 2 to 3 feet below the bottom of the clarifier.

2.1.3 Former Vapor Degreasers and Associated Floor Drains

Prior to 1970, seven vapor degreasers were operated at the facility (information from Mr. James Daunt, formerly of Monadnock). The degreasers were located in the same general area at which the present soap-film degreaser operates. Accordingly, three soil gas probes will be installed in the general area of the present degreaser. The probes will be placed in a triangular pattern, each one located approximately 2 to 3 feet from the present degreaser.

Additionally, one probe will be placed along each of the floor drains that runs from the degreaser area to the clarifier. These probes, as well as the probes surrounding the degreaser, will extend to a depth of approximately 2 to 3 feet below the drain or the concrete floor, respectively.

2.1.4 Area Upgradient of Monitoring Well MW-3

The remains of a former residence are upgradient of monitoring well MW-3. No evidence exists that the residence is a source of contamination. To confirm this, one soil gas probe will be placed in the remains of the former residence. The probe will extend to a depth of about 2 to 3 feet.

2.1.5 Concrete/Asphalt Interface South of Building

Previous sampling by the RWQCB has indicated that VOC contamination may be present along the concrete/asphalt interface extending south from the southern loading dock. Accordingly, two soil gas probes will be placed in this area, each extending to approximately 2 to 3 feet below ground surface.

2.1.6 Southwest Corner of Building

Previous sampling by the RWQCB indicated that VOC contamination may exist just south of the building at the southwest corner. Thus, one probe will be installed in this area. The probe will extend to about 2 to 3 feet below grade.

2.1.7 Former Equipment Cleaning Areas

Two areas at the facility are alleged by former Monadnock employees to have been used for equipment cleaning with organic solvents. One area was located on the east side of the building and one area was located on the southeast side of the building. Three soil gas probes will be randomly placed in the east area, while two probes will be installed in the southeast area. Each probe will extend to a depth of approximately 2 to 3 feet.

2.1.8 Former Chemical Storage Areas

Organic chemicals are reported to have been stored historically in the following areas:

- o West dock
- o Bermed area along outside east wall of building
- o East side of building, south of bermed area
- o Pavement line south of building

To evaluate potential VOC contamination in these areas, soil gas probes will be installed as follows:

- o West dock - two probes on or adjacent to west dock
- o Bermed area along outside east wall - one probe in middle of bermed area
- o East side of building, south of bermed area - one probe about 20 feet south of bermed area

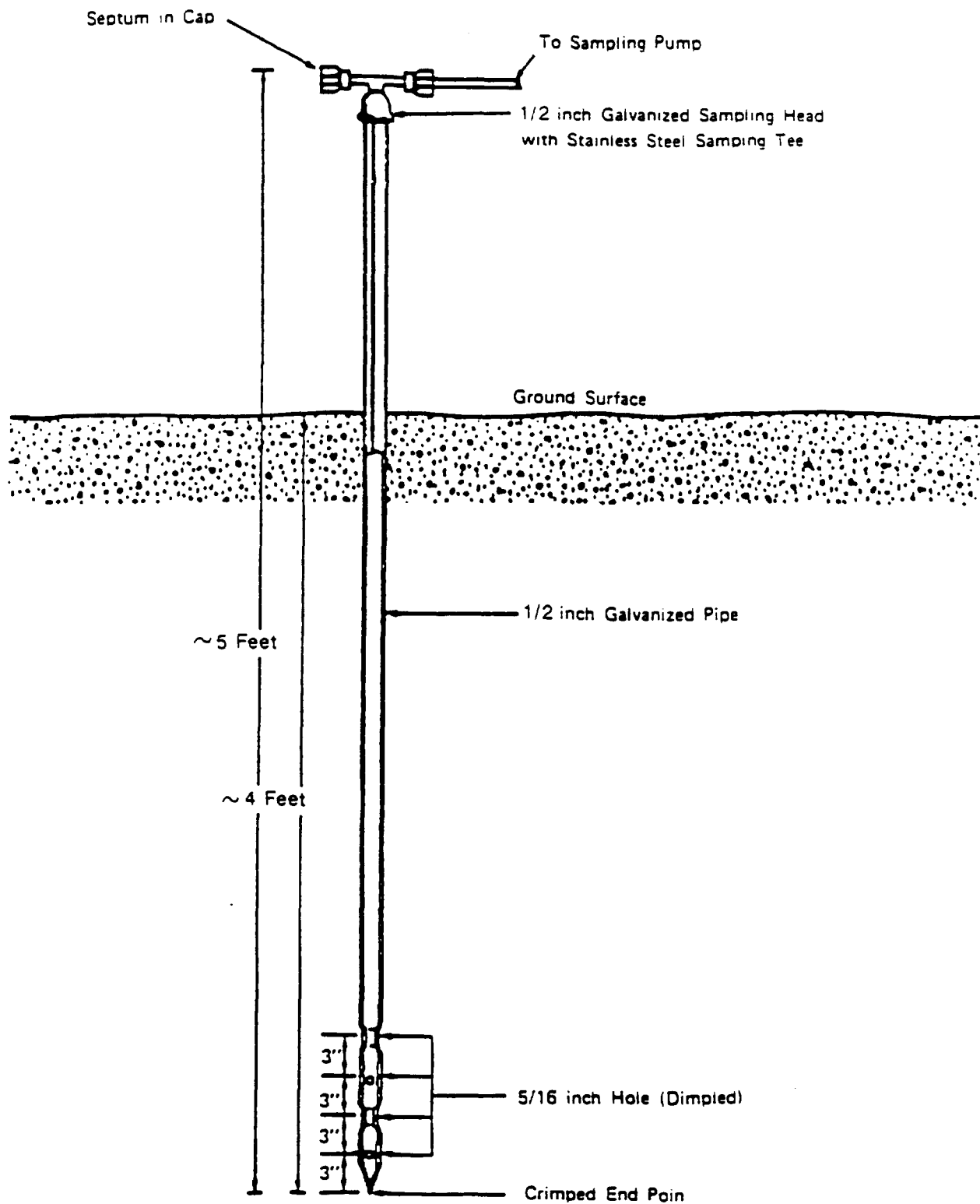
- o Pavement line south of building - five probes at 50-foot intervals between east fenceline and former drum storage area.

2.1.9 Alleged Former Swamp Area

In the past, stormwater runoff from the eastern and southern portions of the facility is alleged to have pooled in an area at the southwest corner of the building. Soil sampling and analysis conducted during previous investigations in this area indicated that VOC contamination may exist. Thus, five soil gas probes will be placed in this area in an attempt to define preliminarily the lateral extent of VOC contamination.

2.2 Soil Gas Survey Protocols

Approximately 40 soil gas probes, consisting of 1/2-inch diameter, partially perforated galvanized pipe, will be installed at the site. If necessary, probes will be installed by coring small holes through the concrete or asphalt and driving them to depth with the aid of a pneumatic fence post driver. Construction details for a typical probe are included in Figure A-1. The pipes will be cleaned with pressurized hot water and thoroughly rinsed before arrival at the site. At the site, one pipe from each pipe lot will be connected to the sampling system and checked for contamination using a mobile gas chromatograph (GC). Pipe lot size is defined as the number of probes identically prepared for a given emplacement session. Small amounts of residue are not unusual, as the oils used in processing and handling the pipe must often be removed with solvents. Contamination contributions may also result from adsorption during temporary storage in solvent-contaminated



TYPICAL SOIL GAS SAMPLING PROBE CONSTRUCTION

Project No.: 904W164A

Date: MARCH 1990

Project: TRW

Fig. A-1

air during processing or transit. Pipes with greater than double the ambient air level of contamination for a constituent will not be used. (None is usually found.)

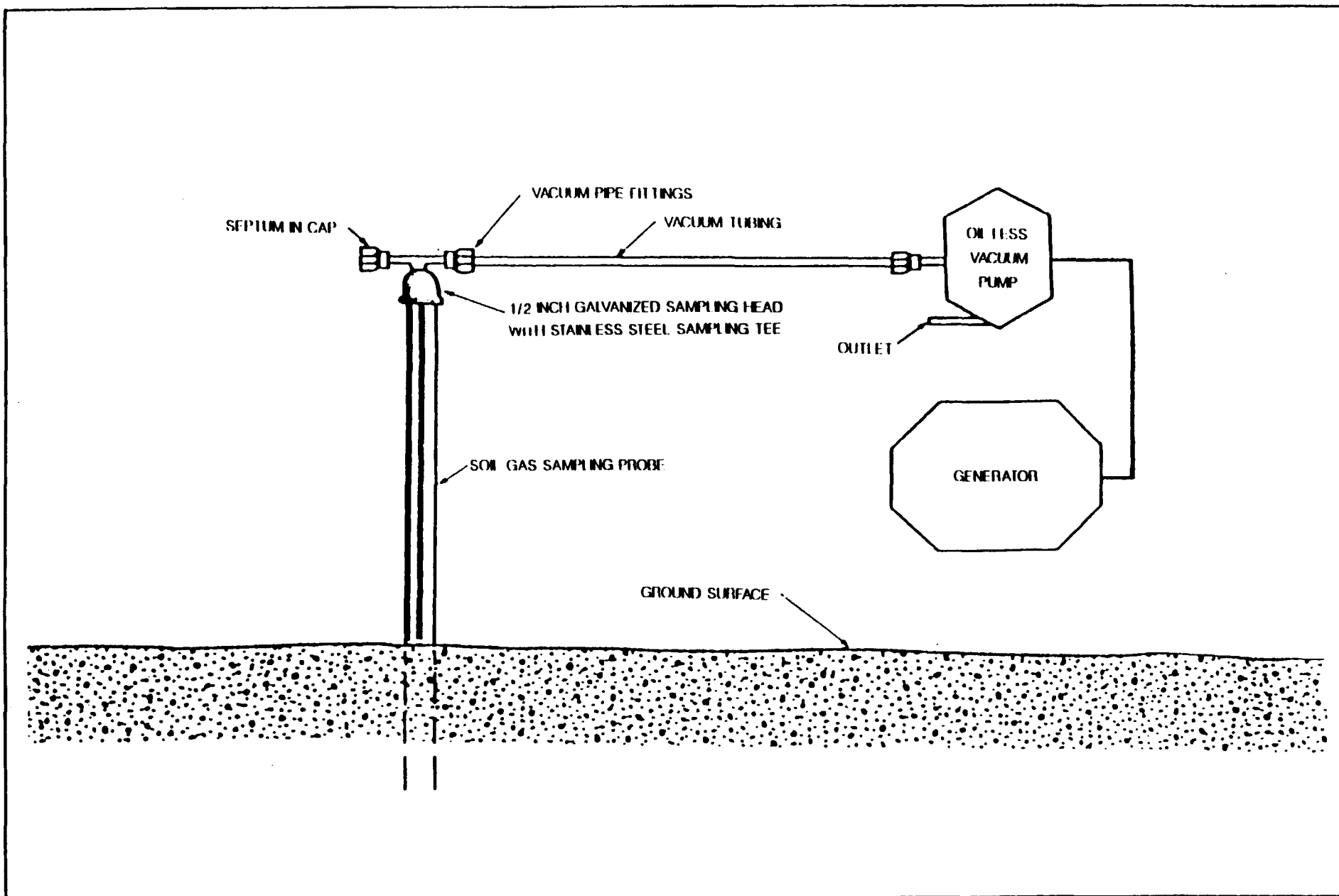
A galvanized sampling head is attached to each sampling probe with Teflon-taped threads. After setting the probe at about 6 inches below ground surface, the probe will be driven to depth using a 95-pound pneumatic fence post driver if needed.

2.2.1 Soil Gas Sampling Procedures

The sampling system consists of an oil-less vacuum pump connected up-flow from the vacuum gage, a flow meter, and a flow control device. Sampling will be accomplished by extracting samples through a septum on the pipe head (see Figure A-2).

Approximately 0.1 ml to 1.0 ml soil gas samples will be collected with a glass-barreled syringe through the septum on the sampling line and will be analyzed on site. Soil gas samples will be analyzed using a field operable Varian 3400 gas chromatograph equipped with both a flame ionization detector (FID) and an electron capture detector (ECD). In general, the FID is the preferred detector for non-halogenated organic compounds, while the ECD is usually more sensitive to the halogenated species. Routine detection limits for the FID are approximately 0.5 ppm (gas phase, vol/vol). For the ECD, these limits are approximately 10 ppb.

Compounds will be selected as the indicator compounds based on their occurrence across the site and their analytic separation properties. This will probably include TCA, TCE, and PCE. In addition, benzene, toluene, and xylenes (BTX) will be monitored and reported if found. While other



SOIL GAS SAMPLING SYSTEM

Project No.: 904W164A	Date: MARCH 1990	Project: TRW	Fig. A-2
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compounds may be detected, they may not be specifically identified or quantified. Samples will generally be analyzed simultaneously on both detectors.

2.2.2 Soil Gas Survey Limitations

Under some circumstances, it is not possible to separate and identify certain mixtures of compounds with gas chromatography. This is generally not a problem, as the main objective of soil gas surveying is to identify areas of relatively higher or lower VOC concentrations. However, some uncertainty does exist, and it is possible that a tentatively identified compound may be misinterpreted as another compound similar in nature. This problem is most common with the highly volatile organic compounds. Because of this uncertainty, indicator compounds will be selected that are resolvable with the analytical methods used. Alternatively the results of grouped compound concentrations may be necessitated.

Comparisons of the results from soil gas sampling are based on the assumption that the subsurface materials are relatively homogeneous and permeable. Previous Woodward-Clyde Consultants' experience in areas where the stratigraphy is similar to that beneath the facility indicate this assumption appears generally valid for probes emplaced at the same depth. It is recognized, however, that cut and fill work associated with foundation preparation including pipeline trenches may produce pockets of either higher or lower permeabilities in the shallow subsurface.

2.2.3 Quality Assurance/Quality Control

Ambient air and/or nitrogen gas blanks will be run prior to sampling each probe. Calibration standards were obtained from MG Gas Products (Garden Grove, California). Calibration curves will be derived from the readings of the

standards using at least three different concentrations (accomplished by varying volume). Approximately 5 percent of all sample injections will be duplicated and only readings within 50 percent of each other will be considered satisfactory.

2.2.4 Confirmatory Soil Sampling and Analysis

If, in a specific area, VOC soil contamination is indicated from the soil gas survey, one near-surface soil sample will be collected and analyzed to verify if VOC contamination exists in that area. For each area that VOC-contaminated soil is not indicated by the results of the soil gas survey, one near-surface soil sample will be collected and analyzed to verify this result. Each collected soil sample will be analyzed by a California-certified hazardous waste analytical laboratory using EPA Method 8240.

In those areas suspected of VOC contamination, based on the results of the soil gas survey, each soil sample will be collected from the area at which the highest concentrations of VOCs were detected in the soil gas. For each area at which VOC contamination is not indicated from the results of the soil gas survey, one soil sample will be randomly selected. Two soil samples, one at the inlet and one at the outlet, will be collected adjacent to the clarifier.

2.3 Evaluation of Potential Metal and Cyanide Contamination in Vadose Zone Soils

To evaluate if toxic metals or cyanide contamination potentially exists in vadose zone soils at the site, near-surface soil samples will be collected and analyzed. These samples will be analyzed by a California-certified hazardous waste analytical laboratory. Based on the RWQCB

concerns and previous chemical storage/usage patterns at the Monadnock Company facility, the following areas will be sampled (see Figure 1):

- o Heat treating sump
- o Plating sumps and piping
- o Existing wastewater treatment area adjacent to clarifier

The results of the soil gas survey will be used to evaluate if leakage has occurred from the clarifier, sewer line extending from the clarifier to Arenth Avenue, and the former chemical storage areas. If leakage from these areas is indicated from the soil gas survey, it will also be assumed that toxic chemicals and/or cyanide may have infiltrated subsurface soils in these areas.

The following subsections outline the proposed locations at which soil samples will be collected for toxic metal and/or cyanide analysis. Additionally, soil sampling and analytical protocols are discussed.

2.3.1 Heat Treating Sump

One soil sample will be collected adjacent to the low point of the sump located in the heat treating area. The sample will be collected by coring through the concrete floor next to the sump. The soil sample will be collected at approximately 2 feet below the bottom of the sump.

2.3.2 Plating Sumps and Piping

Two plating lines, consisting of a series of tanks containing acidic, basic, and metal solutions, have historically been used. Both of these lines are/were located in the southwest corner of the building. Two soil

samples will be collected adjacent to the sumps lining each plating line. The locations of the samples will be chosen as follows (in order of priority):

- o Sample will be collected in area of degraded section of sump, if such exists
- o Sample will be collected in area where two sections of concrete join together, if such exists
- o Random selection.

One soil sample will be collected adjacent to the pipe that runs from the easternmost plating line to the wastewater treatment area. The soil samples from the plating area will be collected at approximately 2 feet below the bottom of the sumps or drain pipe, respectively.

2.3.3 Existing Wastewater Treatment Area Adjacent to Clarifier

Treatment of wastewater containing cyanide and metals has historically occurred in the wastewater treatment area, located at the southwest corner of the building. The treatment area is immediately adjacent to the clarifier. Two soil samples, one collected at the south end of the concrete berm and one from the north end of the concrete berm, will be obtained from a depth of approximately 2 feet below the bottom of the berm floor.

2.4 Soil Sampling and Analytical Protocols for Toxic Metal and Cyanide Evaluation

Soil samples will be collected by hand augering a boring to the desired depth at each sample location. Where necessary, concrete or asphalt pavement will be cored to allow access to the underlying soils.

Soil samples collected from the heat treating area, the plating area sumps and piping, and the wastewater treatment area will be analyzed for zinc, cadmium, chromium, and copper using atomic absorption analytical techniques. Soil samples from all but the heat treating area will also undergo analysis for cyanide. The soil sample from the heat treating area will also be analyzed for VOCs using EPA Method 8240.

3.0 REPORT/WORK PLAN

Following completion of the soil gas survey and near-surface soil sampling and analysis, a report will be prepared for submittal to the RWQCB describing the following topics:

- o Rationale for sample locations used in soil gas survey and near-surface soil sampling
- o Protocols for soil gas survey and near-surface soil sampling
- o Results and conclusions.

The report will present the results of the evaluation of potential vadose zone contamination and the location(s) of potential contamination.

The report will also include a work plan to evaluate the extent, both laterally and vertically, of potential contamination identified in subsurface soils. This work plan will present the following information:

- o Rationale for locations and number of soil borings from which soil samples will be collected for chemical analysis
- o Protocols to be used
- o Schedule.

4.0 SCHEDULE

The following schedule is presented:

Date	Activity
3/22/90	Submittal of Phase 2A work plan to the RWQCB.
4/2/90	Approval of Phase 2A work plan by the RWQCB; begin field work.
4/30/90	Completion of Phase 2A field work.
5/7/90	Submit Phase 2A report/proposed Phase 2B work plan to the RWQCB.
5/14/90	Approval of Phase 2B work plan by RWQCB; begin field work.
6/11/90	Completion of Phase 2B field work.
6/18/90	Phase 2B report to the RWQCB.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION**

101 CENTRE PLAZA DRIVE
MONTEREY PARK, CALIFORNIA 91754-2156
(213) 266-7500



June 21, 1990

Joe Kwan
TRW, Inc.
One Space Park
Redondo Beach, CA 90278

SITE ASSESSMENT-MONADNOCK COMPANY FACILITY, CITY OF INDUSTRY
(CAO 88-057; FILE NO. 86-68)

The workplan, received March 22, 1990, to characterize and evaluate potential on-site vadose zone contamination at the subject site has been reviewed. This "Phase 2A" work is approved subject to the implementation of the following comments:

SOIL GAS SURVEY

1. Although the specific targeted areas seem to represent the general locations of interest, the number of probes must be increased and spacing between probes decreased for certain areas:
 - a) former drum storage at SE corner of building
 - b) former drum storage in bermed area at along midsection of the building
 - c) western side of building between dock and southwest corner
 - d) at or near MW-3
 - e) west dock storage area along the paving/dock interface
 - f) former underground tank location
2. Provide a scaled map preferably a larger scale than the sketch map in workplan, showing location of soil probes.
3. Any residue in the galvanized probes must be removed prior to use. Monitor the ambient air levels at each location, anything above ambient will be attributed to the site.
4. Provide a discussion in the report relating the transfer efficiency (conductivity) of your probe design (relatively few openings) to other approaches such as disposable tip and partial withdrawal. In other words does the probe design significantly affect flow and subsequent concentration calculation.

5. Provide a description of the flow meter and control device. Explain how detection limits will be calculated with "glass-barreled syringe" extraction.
6. Indicate what effect the "glass-barreled syringe" may have with respect to contaminant losses from the flow stream. Evaluate volume of soil gas to syringe surface area ratio relative to other sampling techniques.
7. In general the Hall effect detector is preferred over the ECD. Explain your choice of detector more thoroughly.
8. Techniques using thermal desorption from charcoal sorption tubes are reporting detection limits of $.01 \mu\text{g}/\ell$. Why is the sensitivity of this proposed survey some 3 orders of magnitude less at 10 ppb?
9. At a minimum, certain of the probes must be monitored for all volatile constituents consistent with the site overall use history, not just for indicator compounds.
10. All compounds detected must be identified. If significant, then appropriate measures to quantify must be taken in repeat samples.
11. The two soil gas survey limitations described are recognized. However:
 - a) It is expected that identification will be made as accurately as possible; indicator compounds may be discussed, but any mixture of compounds not identifiable must be described and discussed and
 - b) The various potential "dead zones" or "shadow areas", as well as high permeability zones, should be plotted on the site map so that soil gas results may be properly interpreted.

Quality Assurance/Quality Control

1. Because the soil gas work is intended as an indicator, the voluminous reporting requirements of EPA will not be required.
2. Only calibration standards and blanks are discussed.

Additional information is necessary:

- a) What calibration standards, at what concentrations are proposed?
- b) Will matrix spikes and spike duplicates be utilized?
- c) What temperature control is provided for the field laboratory?

Confirmation Soil Sampling and Analysis

- 1. Soil gas values represent vapor state contamination. Confirmation sampling on vapor highs may or may not provide direct confirmation of other phases. Hence "confirmation" samples may not be enough. Sources for the vapor must be postulated and supported before "verification" is complete.
- 2. Sampling at the clarifier must be in conjunction with pumping and inspection of the clarifier itself. Sludge samples should be obtained and analyzed.
- 3. Random selection of confirmation samples are not appropriate; worst case scenarios should be utilized and must be explained.
- 4. Either EPA methods 8010/8020 or 8260 may be utilized for VOC confirmation analyses.

Potential Metal and Cyanide Contamination

- 1. The clarifier itself must be included in the evaluation as well as its waste water treatment area.
- 2. Does the low point of the heat treating sump correspond to any outlet piping?
- 3. Plating sumps and piping are to be sampled adjacent to the sump in each line. If inlets/outlets are underground then selection must reflect this. Otherwise this approach proposed is appropriate.
- 4. Where acid may have leaked, such as at the clarifier or near MW-3, you must utilize inorganic parameters such as SO₄ in addition to pH. It is suggested that you select three or more background areas for use in evaluating the metals and other inorganic parameters.
- 5. Utilize either EPA methods 8010/8020 or 8260 rather than 8240.

Joe Kwan
TRW, Inc.
Page 4

Report/Workplan

1. Results of soil gas survey should be plotted on large scale maps together with locations of equipment, pumping, etc.
2. Monthly progress reports are required. These may be made as letter reports concerning progress during that time interval.

Provided the comments are incorporated with the work, or responded to during the interval in which field work is being scheduled, e.g. probe locations, we have no objection to work proceeding. A minimum of seven (7) days notification should be provided to this Regional Board prior to initiating field work.

If you have any questions contact Philip Chandler (213) 266-7537.



ROY R. SAKAIDA
Senior Water Resources
Control Engineer

PBC/tlr

RECEIVED
JUN 26 1990

TRW Electronic Systems
Group

One Space Park
Redondo Beach, CA 90278
213.812 4321

Rec'd
3/21/91

25 March 1991
JEC.029

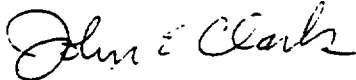
Mr. Philip Chandler
California Regional Water Quality Control Board
101 Centre Plaza Drive
Monterey Park, California 91754-2156

Dear Mr. Chandler:

In a letter dated 3 December 1990, The California Regional Water Quality Control Board - Los Angeles Region directed that the aborted boring for MW-4 at the Monadnock Company Facility be properly abandoned. TRW Inc. has complied with this directive as is described in the enclosed "Report on Deep Well Abandonment at Monadnock Company Facility in City of Industry, California." A total of four copies of the report are enclosed.

If you should have any questions, please call me at (213) 814-8578.

Sincerely,



John E. Clark, P.E.
Senior Environmental Engineer
Environmental Affairs
TRW Inc.

Enclosures (4)

cc: Charles M. Miller (1 copy)
20415 Prestina Way
Walnut, CA 91789

ID ENVIRONMENTAL ASSOCIATES, INC.

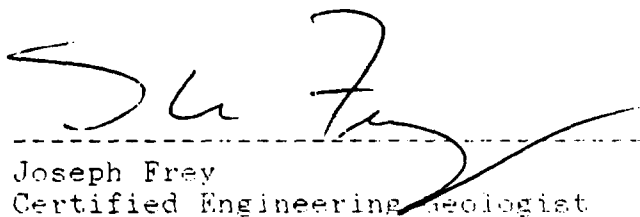
REPORT ON DEEP WELL ABANDONMENT AT MONADNOCK COMPANY FACILITY IN CITY OF INDUSTRY, CALIFORNIA

Prepared for:

TRW Inc.
One Space Park
Redondo Beach, California

March 1991

The boring abandonment described in this report was conducted under the supervision of Joseph Frey, a California-certified engineering geologist. Mr. Frey has expertise in the proper abandonment of ground water monitoring wells and the management of hazardous waste. His signature appears below.



Joseph Frey
Certified Engineering Geologist
Number 1500

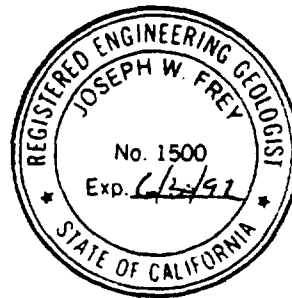


TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	BORING ABANDONMENT PROCEDURES	1
3.0	DISPOSITION OF EXCAVATED MATERIALS	2

1.0 INTRODUCTION

In February 1988, the Beylik Drilling Company drilled a 92.5-foot boring at the Monadnock Company facility located at 18301 East Arenth Avenue in City of Industry, California (see Figure 1 for site location). The boring, designated MW-10 and shown on Figure 2, was drilled in an attempt to establish a ground water monitoring well. A description of the drilling procedure is presented in "Report on the Drilling of a Deep Monitoring Well at the Monadnock Site 18301 E. Arenth Avenue City of Industry, CA 91749," dated June 27, 1988.

During the drilling of the boring, an industrial wastewater discharge line was penetrated by the drill bit, resulting in industrial wastewater entering the boring. This caused the sidewalls of the boring to collapse during removal of the augers, filling most of the hole. As a consequence, Beylik Drilling Company refilled with cuttings that portion of the boring that had not collapsed. They then moved to a new location.

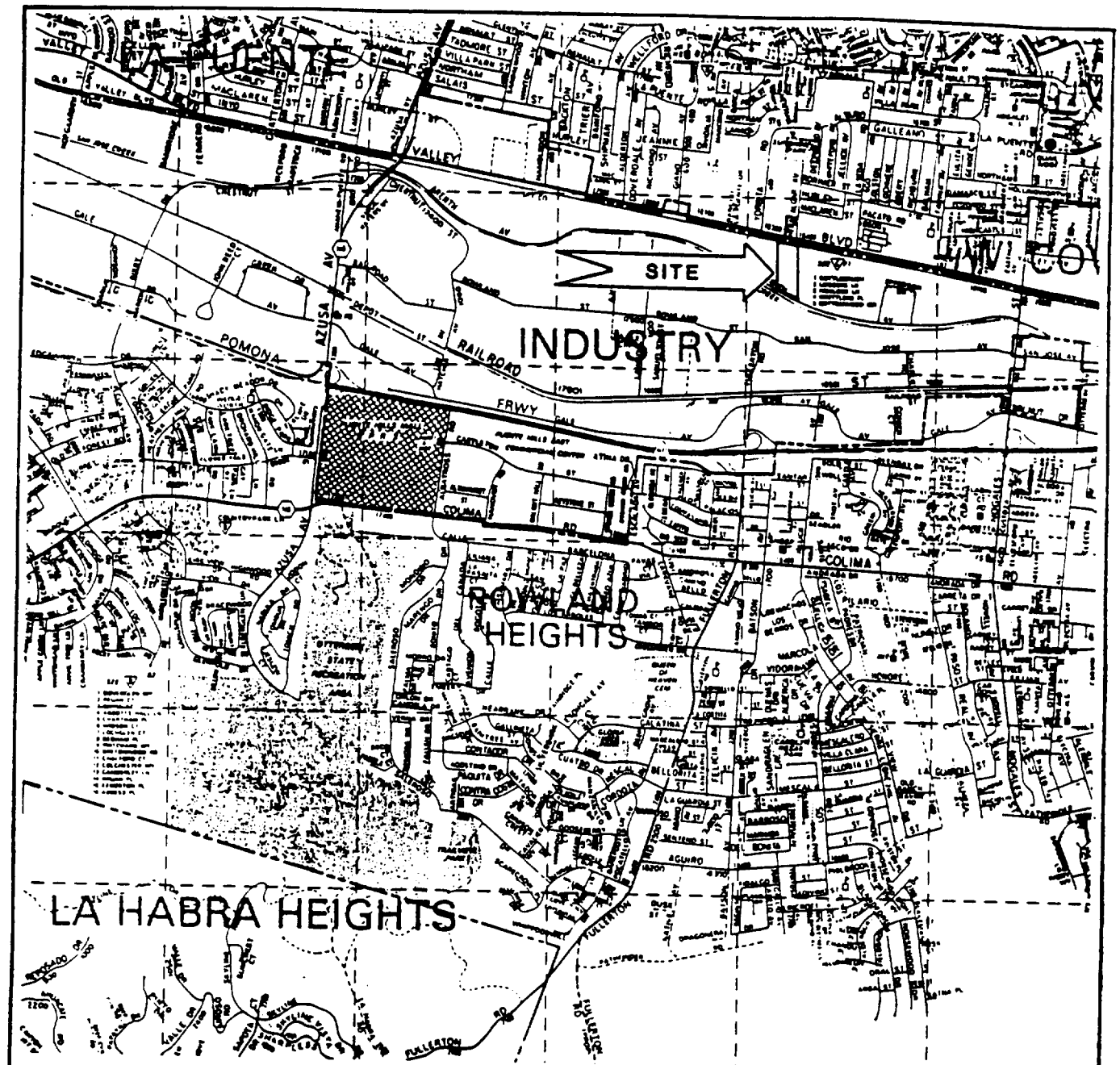
Because the boring was not abandoned in accordance with guidelines presented in "Water Well Standards: State of California" (California Department of Water Resources Bulletin 74-81), the California Regional Water Quality Control Board - Los Angeles Region (RWQCB) instructed TRW Inc. to properly abandon the boring. This request was made in a letter dated December 3, 1990. TRW Inc. subsequently contracted with ID Environmental Associates (IDEA) to conduct the work. The following sections summarize the boring abandonment.

2.0 BORING ABANDONMENT PROCEDURES

Prior to abandonment of the boring, a well destruction permit was applied for from the Los Angeles County Department of Health Services. A copy of the permit is included in Appendix A.

Work to properly abandon the boring was commenced on February 23, 1991. In order to ensure the integrity of the industrial wastewater discharge line during the abandonment of the boring, overburden was manually removed, exposing the ceramic discharge line. The location of the February 1988 boring was then determined by hand probing with a steel probe adjacent to the discharge line (the least compacted soil was assumed to be the location of the boring).

A steel casing was placed around the location of the February 1988 boring; the purpose of the steel casing was to minimize the possibility of contact between the drilling augers and the industrial wastewater discharge line. Drilling was then conducted within the steel casing. To ensure that the casing did not move



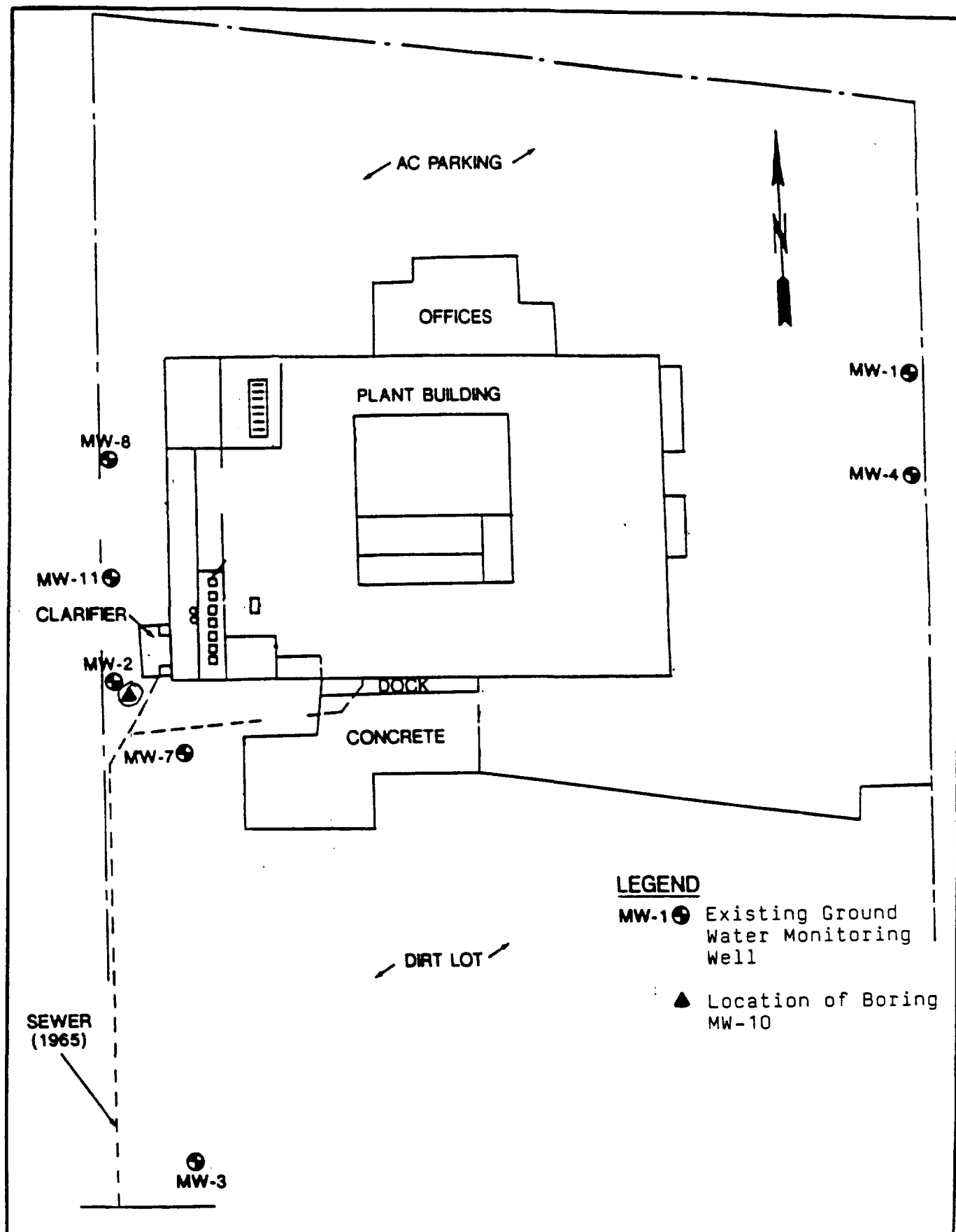
SITE LOCATION

Project No.: 9103 M

Date: MARCH 91

Project: TRW-MONADNOCK

Fig. 1



LEGEND

MW-1 Existing Ground Water Monitoring Well

▲ Location of Boring MW-10

LOCATION OF BORING MW-10

Project No.: 9103 M

Date: MARCH 91 Project: TRW-MONADNOCK

Fig. 2

during drilling operations, it was driven approximately three feet into the underlying soil.

The February 1988 boring was drilled using both 6-inch hollow stem augers and 7 7/8-inch tricone bit mud rotary equipment. Consequently, 10 7/8-inch hollow stem augers were used during the present program to ensure overboring of the original hole.

Two soil samples were collected at approximately 20 and 50 feet below ground surface. The purpose of the samples was to evaluate if the path of the February 1988 boring was being followed. Blow count data for the two samples (two blows per 12 inches for each sample) indicate that the original path of the boring was being followed. In addition, drilling of the boring met with little resistance; the augers were basically " falling " down the path of the December 1988 boring.

Drilling continued to approximately 95 feet below ground surface. The first ground water zone was penetrated at about 45 to 50 feet beneath the site surface.

After drilling was complete, the boring was filled using neat cement. The cement was mixed on site at a ratio of four bags of cement (each bag containing 94 pounds) to approximately 30 to 40 gallons of water. Between 400 and 450 gallons of neat cement were placed in the boring; this quantity equates to the volume of the boring drilled using 10 7/8-inch hollow stem augers.

The cement was pumped through a hose placed near the bottom of the annulus of the hollow stem augers. The cement was pumped into the boring as the augers were withdrawn. The resulting cement column extended to the base of the excavation exposing the industrial wastewater discharge line. To avoid sealing of the discharge line, the cement was not allowed to overflow into the bottom of the excavation.

The final four feet (from the industrial wastewater discharge line to the surface) of the excavation was backfilled with clean pea gravel. This material was chosen to minimize settling of the final asphalt surface cover.

3.0 DISPOSITION OF EXCAVATED MATERIALS

Soil from the first four feet of the excavation and drill cuttings were placed in 55-gallon, sealed drums and left on site. This material will be disposed on site or transported to an appropriate disposal facility based on the results of sampling and chemical analysis.

APPENDIX A

WELL DESTRUCTION PERMIT FROM LOS ANGELES
COUNTY DEPARTMENT OF HEALTH SERVICES

APPLICATION FOR WELL PERMIT
ENVIRONMENTAL MANAGEMENT - 2615 S. GRAND AVENUE, LOS ANGELES, CA 90007, ROOM 604
COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES

DATE 1/23/91

DESCRIPTION

TYPE OF PERMIT (CHECK)

- ☐ NEW WELL CONSTRUCTION
☐ RECONSTRUCTION OR RENOVATION
☒ DESTRUCTION

TYPE OF WELL

- ☐ PRIVATE DOMESTIC
☐ PUBLIC DOMESTIC
☐ IRRIGATION
☒ OBSERVATION/MONITORING
☐ CATHODIC
☐ INDUSTRIAL
☐ GRAVEL PACK
☐ TEST

TYPE OF CASING

None

METHOD OF SEALING OF CASING

None.

METHOD OF DESTRUCTION

overdrill to 90 feet. Tremie heat cement or bentonite grout from 90 feet to 5 feet inside hollow stem augers.

LOCATION

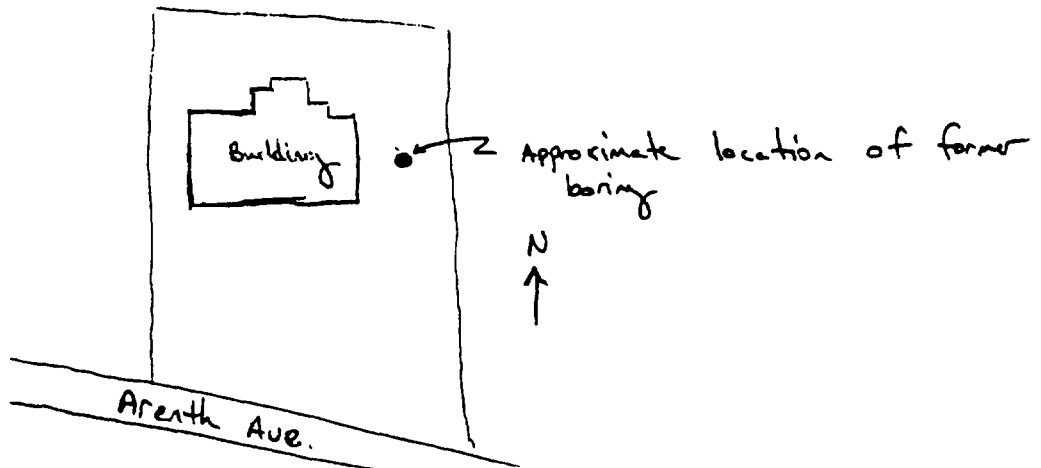
ADDRESS (NUMBER, STREET, AND NEAREST INTERSECTION)

18301 East Arenth Ave., City of Industry

CITY

City of Industry

DIAGRAM (SHOW PROPERTY LINES, STREET, ADDRESS, WELL SITE, SEWERS, AND PRIVATE SEWAGE DISPOSAL SYSTEMS ALONG WITH LABELS AND DIMENSIONS)



NAME OF WELL DRILLER (PRINT)

ABC Llover Drilling

TRADE NAME

ABC Llover

BUSINESS ADDRESS

1180 East Burnett Signal Hill

NAME OF WELL OWNER (PRINT)

TRW/Monadnock Co.

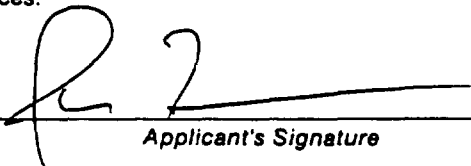
MAILING ADDRESS

One Space Park 140/2302

CITY

Redondo Beach, CA. 90278

I hereby agree to comply in every respect with all regulations of the County Preventive/Public Health Services and with all ordinances and laws of the County of Los Angeles and of the State of California pertaining to well construction, reconstruction and destruction. Upon completion of well and within ten days thereafter, I will furnish the County Preventive/Public Health Services with a complete log of the well, giving date drilled, depth of well, all perforations in casing, and any other data deemed necessary by such County Preventive/Public Health Services.



Applicant's Signature

DISPOSITION OF APPLICATION: (For Sanitarians Use Only)

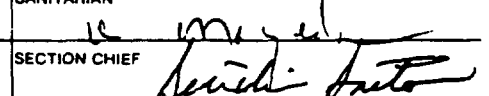
- ☒ APPROVED
☐ DENIED
☐ APPROVED WITH CONDITIONS

If denied or approved with conditions, report reason or conditions here:

DATE

2-11-91

SANITARIAN



DATE

2-26-91

SECTION CHIEF



ID ENVIRONMENTAL ASSOCIATES, INC.

March 8, 1991

Los Angeles County Department of Health Services
Environmental Management
2615 South Grand Avenue, Room 604
Los Angeles, California 90007

SUBJECT: WELL DESTRUCTION PERMIT FOR MONADNOCK COMPANY
FACILITY IN CITY OF INDUSTRY, CALIFORNIA

Dear Sirs:

On February 26, 1991, the enclosed well destruction permit was issued to TRW/Monadnock Company for closure of a former boring. On the original application, the location of the boring was incorrectly stated. The correct location of the boring, designated MW-10, is shown on the attached Figure 2. Please correct your records as necessary.

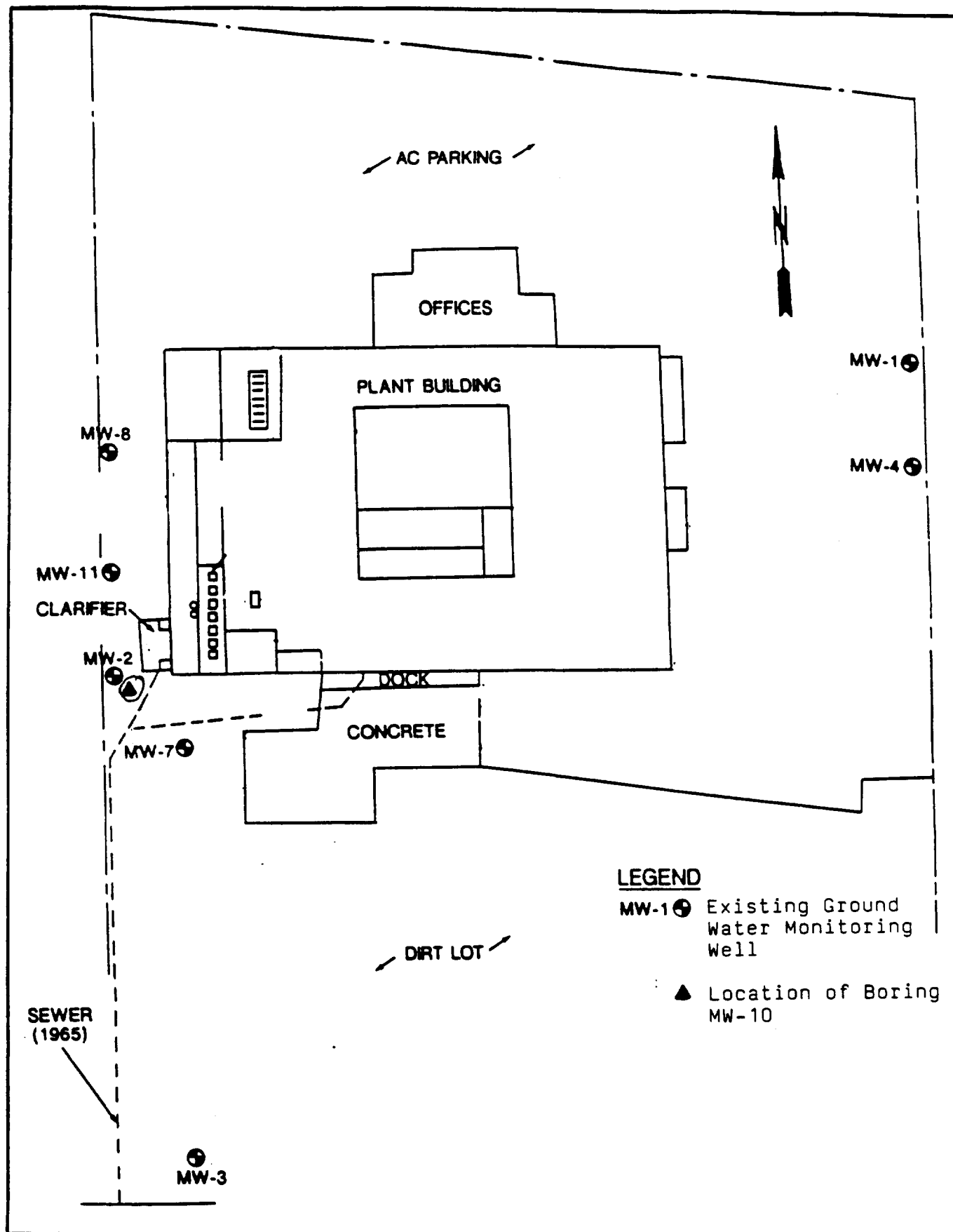
Sincerely yours,

ID ENVIRONMENTAL ASSOCIATES



Steve Mulligan
Principal Associate

cc: John Clark, TRW Inc.
Joe Frey, Frey Environmental



LEGEND

- MW-1 Existing Ground Water Monitoring Well
- ▲ Location of Boring MW-10

LOCATION OF BORING MW-10

Project No.: 9103 M

Date: MARCH 91

Project: TRW-MONADNOCK

Fig. 2

DUP

TRW

TRW General Services
Division
Space & Defense Sector

One Space Park
Redondo Beach, CA 90278
213.535.4321

DUP

7 February 1990
JPK.138.90

Mr. Charles M. Miller
20415 Prestina Way
Walnut, California 91789

Re: Well Samples Analysis
Monadnock Site, City of Industry, California

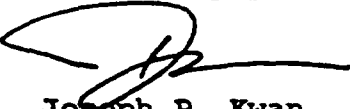
Dear Mr. Miller:

Enclosed is the analysis of water samples collected at the Monadnock site. The water samples parameters and laboratory analyses were measured and conducted in accordance to the guidelines stated in the letter from Phil Chandler of the Regional Water Quality Control Board to you dated 8 January 1990.

These lab results have been forwarded to Phil Chandler for review. Upon his approval, we will proceed to abandon the large diameter well located in the southern portion of the property. The final report for this task will be forwarded to you for your record.

Feel free to call me at (213) 813-2720 or John Clark at (213) 814-8578 if you have any questions.

Very truly yours,


Joseph P. Kwan
Project Manager
TRW Inc.

Enclosures

cc: R.S. Ottinger
K.H. Scheyer
R.M. Walter

2/7/90

Table A

Measured Parameters in Water Samples from Monitoring Wells

<u>Well #</u>	<u>Temp (°F)</u>	<u>EC (μs/cm)</u>	<u>pH</u>	<u>Turbidity (NTU)</u>	<u>Time Measured</u>
MW-1	73.6	2,180	7.66	84.9	13:30 1/24/90
MW-2	81.4	1,140	7.74	OS	15:10 1/25/90
MW-3	74.5	1,830	7.66	OS	9:10 1/25/90
MW-4	76.3	1,700	7.69	OS	15:30 1/24/90
MW-7	72.6	1,280	7.77	OS	10:55 1/25/90
MW-8	83.7	1,700	7.51	OS	12:45 1/25/90
MW-11	81.2	1,450	7.85	56.8	14:00 1/25/90
A-1	68.2	1,400	7.39	4.29	17:50 1/24/90

A-1: 10-inch diameter water well at south of the property.
μs/cm: Microsiemen per centimeter. EC for Natural water ranges
from 100 to 5,000 μs/cm at 77°F.
NTU: Nephelometry Turbidity Unit.
OS: Off-Scale (over 200 NTU).



4/7/90
CKY incorporated
Environmental Services

Date: 02/01/90
900135

Mc Laren Engineering Corporation
2855 Pullman Street
Santa Ana, CA. 92705

FEB 2 1990

Attn: Ms. Wendy Arano

Subject: Laboratory Report
Project: TRW/89104

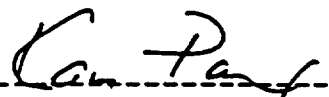
Enclosed is the laboratory report for samples received on 01/26/90. The samples were received in coolers with ice and intact; the chain-of-custody forms were properly filled out. The data reported includes:

<u>Method</u>	<u>No. of Analysis</u>
EPA 8010 (HVOC)	10 Water

The results are summarized on eleven pages.

Please feel free to call if you have any questions concerning these results.

Sincerely;



Dr. Kam Pang
Laboratory Director

4/7/90

EPA METHODS - 601

```

=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:    01/26/90
PROJECT:     TRW                        DATE EXTRACTED: 01/30/90
SAMPLE ID:   113779-Rinse Blank         DATE ANALYZED:  01/30/90
CONTROL NO:  900135-1                   MATRIX TYPE:   Water
=====
  
```

<u>PARAMETERS (601)</u>	<u>RESULTS</u> <u>(ug/L)</u>	<u>DETECTION LIMIT</u> <u>(ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	ND	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	ND	1
Chloroform	ND	1
1,1,1-Trichloroethane	ND	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	ND	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	ND	1
Tetrachloroethene	ND	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

CKY

2/2/90

EPA METHODS - 601

```

=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:      01/26/90
PROJECT:     TRW                        DATE EXTRACTED:  01/30/90
SAMPLE ID:   113783-Trip Blank          DATE ANALYZED:   01/30/90
CONTROL NO:  900135-2                   MATRIX TYPE:     Water
=====
  
```

<u>PARAMETERS (601)</u>	<u>RESULTS (ug/L)</u>	<u>DETECTION LIMIT (ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	ND	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	ND	1
Chloroform	ND	1
1,1,1-Trichloroethane	ND	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	ND	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	ND	1
Tetrachloroethene	ND	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

QY

EPA METHODS - 601

2/7/90

```

=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:      01/26/90
PROJECT:     TRW                        DATE EXTRACTED:  01/30/90
SAMPLE ID:   113787 MW-1               DATE ANALYZED:   01/30/90
CONTROL NO:  900135-3                  MATRIX TYPE:     Water
=====

```

<u>PARAMETERS (601)</u>	<u>RESULTS</u> <u>(ug/L)</u>	<u>DETECTION LIMIT</u> <u>(ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	ND	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	ND	1
Chloroform	ND	1
1,1,1-Trichloroethane	ND	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	ND	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	ND	1
Tetrachloroethene	1.3	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

GK

EPA METHODS - 601

2/7/90

```

=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:      01/26/90
PROJECT:     TRW                        DATE EXTRACTED:  01/30/90
SAMPLE ID:   112807 MW-2                DATE ANALYZED:   01/30/90
CONTROL NO:  900135-8                   MATRIX TYPE:     Water
=====

```

<u>PARAMETERS (601)</u>	<u>RESULTS (ug/L)</u>	<u>DETECTION LIMIT (ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	840	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	19	1
Chloroform	2.8	1
1,1,1-Trichloroethane	21	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	1.9	1
Trichloroethene	460	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	7.2	1
Tetrachloroethene	410	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

CKY

2/7/90

EPA METHODS - 601

```

=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:    01/26/90
PROJECT:     TRW                        DATE EXTRACTED: 01/30/90
SAMPLE ID:   113799 MW-3               DATE ANALYZED: 01/30/90
CONTROL NO:  900135-6                  MATRIX TYPE:   Water
=====
  
```

<u>PARAMETERS (601)</u>	<u>RESULTS (ug/L)</u>	<u>DETECTION LIMIT (ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	1.0	1
1,1-Dichloroethene	ND	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	ND	1
Chloroform	ND	1
1,1,1-Trichloroethane	ND	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	2.0	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	ND	1
Tetrachloroethene	ND	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

CKY

2/7/90

EPA METHODS - 601

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=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:    01/26/90
PROJECT:     TRW                        DATE EXTRACTED: 01/30/90
SAMPLE ID:   113791 MW-4               DATE ANALYZED: 01/30/90
CONTROL NO:  900135-4                  MATRIX TYPE:   Water
=====
  
```

<u>PARAMETERS (601)</u>	<u>RESULTS (ug/L)</u>	<u>DETECTION LIMIT (ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	ND	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	ND	1
Chloroform	ND	1
1,1,1-Trichloroethane	ND	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	ND	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	ND	1
Tetrachloroethene	1.9	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

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2/7/90

EPA METHODS - 601

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=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:    01/26/90
PROJECT:     TRW                        DATE EXTRACTED: 01/30/90
SAMPLE ID:   112803 MW-7               DATE ANALYZED: 01/30/90
CONTROL NO:  900135-7                  MATRIX TYPE:   Water
=====
  
```

<u>PARAMETERS (601)</u>	<u>RESULTS (ug/L)</u>	<u>DETECTION LIMIT (ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	440	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	3.3	1
Chloroform	ND	1
1,1,1-Trichloroethane	11	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	400	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	1.6	1
Tetrachloroethene	160	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
m-Dichlorobenzene	ND	1
p-Dichlorobenzene	ND	1
Benzylchloride	ND	1
o-Dichlorobenzene	ND	1

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EPA METHODS - 601

2/7/90

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=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:      01/26/90
PROJECT:     TRW                        DATE EXTRACTED:   01/30/90
SAMPLE ID:   112815 MW-8                DATE ANALYZED:    01/30/90
CONTROL NO:  900135-10                   MATRIX TYPE:      Water
=====

```

<u>PARAMETERS (601)</u>	<u>RESULTS</u> <u>(ug/L)</u>	<u>DETECTION LIMIT</u> <u>(ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	100	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	1.7	1
Chloroform	ND	1
1,1,1-Trichloroethane	ND	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	160	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	ND	1
Tetrachloroethene	56	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

CKY

EPA METHODS - 601

2/7/90

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=====
CLIENT:      McLaren Engineering corp.   DATE REC'D:      01/26/90
PROJECT:     TRW                        DATE EXTRACTED:   01/30/90
SAMPLE ID:   112811 MW-11              DATE ANALYZED:    01/30/90
CONTROL NO:  900135-9                  MATRIX TYPE:      Water
=====

```

<u>PARAMETERS (601)</u>	<u>RESULTS (ug/L)</u>	<u>DETECTION LIMIT (ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	31	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	ND	1
Chloroform	ND	1
1,1,1-Trichloroethane	ND	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	80	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	ND	1
Tetrachloroethene	5.5	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

GK

EPA METHODS - 601

2/7/90

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=====
CLIENT:      McLaren Engineering Corp.   DATE REC'D:    01/26/90
PROJECT:     TRW                        DATE EXTRACTED: 01/30/90
SAMPLE ID:   113795 Well-A1            DATE ANALYZED:  01/30/90
CONTROL NO:  900135-5                  MATRIX TYPE:   Water
=====

```

<u>PARAMETERS (601)</u>	<u>RESULTS</u> <u>(ug/L)</u>	<u>DETECTION LIMIT</u> <u>(ug/L)</u>
Dichlorodifluoromethane	ND	10
Chloromethane	ND	10
Vinyl Chloride	ND	10
Bromomethane	ND	10
Chloroethane	ND	10
Trichlorofluoromethane	ND	1
1,1-Dichloroethene	ND	1
Methylene Chloride	ND	10
Trans-1,2-Dichloroethene	ND	1
1,1-Dichloroethane	ND	1
Chloroform	ND	1
1,1,1-Trichloroethane	ND	1
Carbon Tetrachloride	ND	1
1,2-Dichloroethane	ND	1
Trichloroethene	ND	1
1,2-Dichloropropane	ND	1
Bromodichloromethane	ND	1
2-Chloroethylvinylether	ND	1
Trans-1,3-Dichloropropene	ND	1
Cis-1,3-Dichloropropene	ND	1
1,1,2-Trichloroethane	ND	1
Tetrachloroethene	ND	1
1,1,1,2-Tetrachloroethane	ND	1
Dibromochloromethane	ND	1
Ethylene Dibromide	ND	1
Chlorobenzene	ND	1
Bromoform	ND	1
1,1,2,2-Tetrachloroethane	ND	1
Chlorotoluene	ND	1
M-Dichlorobenzene	ND	1
P-Dichlorobenzene	ND	1
Benzylchloride	ND	1
O-Dichlorobenzene	ND	1

CKY

2/7/90

QUALITY CONTROL DATA

CLIENT: McLaren Engineering Corporation
PROJECT: TRW/89104
CKY I.D.: 900135

METHOD EPA 601
MATRIX: Water

SAMPLE ID: Blank Water

<u>COMPOUND</u>	<u>SAMPLE RESULTS</u> (ug/kg)	<u>AMOUNT SPIKED</u> (ug/kg)	<u>± REC.</u>	<u>DUP. ± REC.</u>	<u>RPD</u>
1,1 DCE	ND	20	103	98	5
TCE	ND	20	112	108	4
Chlorobenzene	ND	20	111	107	3

CKY



Pg. 1 of 4

9001350017

CHAIN OF CUSTODY RECORD

Sampler: GREGORY WOLFFE Date Shipped: 1/25/90 Carrier: FEDERAL EXPRESS
Telephone: (714) 756-2667 Airbill Number: 2592707740 Cooler: BLUE PLAYMATE

SHIP TO:

McLaren Analytical Laboratory
11101 White Rock Road
Rancho Cordova, CA 95670
(916) 638-3696

SEND RESULTS TO:

Client Name: WENNY ARANO
Company: McLAREN
Address: 2855 PULLMAN ST, S
Phone: (714) 756-2667

PROJECT NAME: TRW PROJECT #: 89104-
LABORATORY PROJECT (LP) #: _____ P.O. #: _____

Relinquished by: (Signature) [Signature] Received by: (Signature) GREG S. WOLFFE Date: 1/25/90 Time: 17:
Relinquished by: (Signature) [Signature] Received by: (Signature) [Signature] Date: 1/26/90 Time: 12:50
Relinquished by: (Signature) _____ Received at lab by: (Signature) _____ Date: _____ Time: _____

ANALYSIS REQUEST

Sample ID Number	Sample Description	Date/Time	Analysis Requested	T.A.T.	Type of Container	Number of Containers	Lab
13779	RINSE BLANK	1/24/90 10:20	601	3	VOA	1	
3780			601 SPARE				
3781							
3782							
13783	TRIP BLANK	1/24/90 10:20	601				
3784			601 SPARE				
3785							
3786							
13787	MW=1	1/24/90 13:30	601				
3788			601 SPARE				

Special Instructions/Comments:

* NOTE T-A-T

Sample Condition Upon Receipt:

Expected Analytical Turn-Around Times:

1 = Immediate Attention: 24 hours
2 = Rush: 48 hours
3 = Standard: 1 week
4 = Standard: 2 weeks

Laboratory Disposition:
Storage Refrigerator ID _____ Secured: Yes _____
Storage Freezer ID _____ No _____



Pg 2 of 4

990135500178

CHAIN OF CUSTODY RECORD

Sampler: _____ Date Shipped: _____ Carrier: _____

Telephone: _____ Airbill Number: _____ Cooler: _____

SHIP TO:

McLaren Analytical Laboratory
11101 White Rock Road
Rancho Cordova, CA 95670
(916) 638-3696

SEND RESULTS TO:

Client Name: _____

Company: _____

Address: _____

Phone: _____

PROJECT NAME: TRW PROJECT #: 89104

LABORATORY PROJECT (LP) #: _____ P.O. #: _____

Relinquished by: (Signature) [Signature] Received by: (Signature) GAR. S. WOLFE Date: 1/25/90 Time: 17:00Relinquished by: (Signature) [Signature] Received by: (Signature) [Signature] Date: 1/26/90 Time: 12:30

Relinquished by: (Signature) _____ Received at lab by: (Signature) _____ Date: _____ Time: _____

ANALYSIS REQUEST

Sample ID Number	Sample Description	Date/Time	Analysis Requested	T.A.T.	Type of Container	Number of Containers	Lab
113789	MW-1	1/24/90 13:30	601 & SPARE	3	VOA	102 1	
3790	↓	↓	↓	↓	↓	↓	↓
3791	MW-4	1/24/90 14:30	601				
3792	↓	↓	601 SPARE				
3793	↓	↓	↓				
3794	↓	↓	↓				
3795	WELL A1	1/24/90 17:30	601				
3796	↓	↓	601 SPARE				
3797	↓	↓	↓				
3798	↓	↓	↓	↓	↓	↓	↓

Special Instructions/Comments:

* NOTE T-A-T

Sample Condition Upon Receipt:

Expected Analytical Turn-Around Times:

1 = Immediate Attention:
24 hours2 = Rush:
48 hours3 = Standard:
1 week4 = Standard:
2 weeks

Laboratory Disposition:

Storage Refrigerator ID _____

Storage Freezer ID _____

Secured:

Yes _____

No _____



Pg 3 of 4

400135 4719

0049

CHAIN OF CUSTODY RECO

Sampler: _____ Date Shipped: _____ Carrier: _____

Telephone: _____ Airbill Number: _____ Cooler: _____

SHIP TO:

McLaren Analytical Laboratory
11101 White Rock Road
Rancho Cordova, CA 95670
(916) 638-3696

SEND RESULTS TO:

Client Name: _____

Company: _____

Address: _____

Phone: _____

PROJECT NAME: TRW PROJECT #: 85104

LABORATORY PROJECT (LP) #: _____ P.O. #: _____

Relinquished by: (Signature) [Signature] Received by: (Signature) G. S. WOLFF Date: 1/25/90 Time: 17:Relinquished by: (Signature) _____ Received by: (Signature) [Signature] Date: 1/26/90 Time: 12:

Relinquished by: (Signature) _____ Received at lab by: (Signature) _____ Date: _____ Time: _____

ANALYSIS REQUEST

Sample ID Number	Sample Description	Date/Time	Analysis Requested	T.A.T.	Type of Container	Number of Containers	Lot
11 3799	MW-3	1/25/90 09:45	601	3	VOA	1	
3800	↓	↓	601 SPARE	↓	↓	↓	↓
2801	↓	↓	↓	↓	↓	↓	↓
2802	↓	↓	↓	↓	↓	↓	↓
11 2803	MW-7	1/25/90 11:30	601	↓	↓	↓	↓
2804	↓	↓	601 SPARE	↓	↓	↓	↓
2805	↓	↓	↓	↓	↓	↓	↓
2806	↓	↓	↓	↓	↓	↓	↓
11 2807	MW-2	1/25/90	601	↓	↓	↓	↓
2808	↓	↓	601 SPARE	↓	↓	↓	↓

Special Instructions/Comments:

* NOTE T-A-T

Sample Condition Upon Receipt:

Expected Analytical Turn-Around Times:

1 = Immediate Attention:
24 hours2 = Rush:
48 hours3 = Standard:
1 week4 = Standard:
2 weeks

Laboratory Disposition:

Storage Refrigerator ID _____

Storage Freezer ID _____

Secured:

Yes _____

No _____

McLaren Analytical Laboratory 11101 White Rock Road, Rancho Cordova, CA 95670 916.638.3696



Pg 4 of 4
900135

2/7/90
0018

CHAIN OF CUSTODY RECO

Sampler: _____ Date Shipped: _____ Carrier: _____

Telephone: _____ Airbill Number: _____ Cooler: _____

SHIP TO:

McLaren Analytical Laboratory
11101 White Rock Road
Rancho Cordova, CA 95670
(916) 638-3696

SEND RESULTS TO:

Client Name: _____

Company: _____

Address: _____

Phone: _____

PROJECT NAME: TRW PROJECT #: 89104

LABORATORY PROJECT (LP) #: _____ P.O. #: _____

Relinquished by: (signature) [Signature] Received by: (signature) GNE S. WOLFF Date: 1/25/90 Time: 17

Relinquished by: (signature) [Signature] Received by: (signature) [Signature] Date: 1/26/90 Time: 12

Relinquished by: (signature) _____ Received at lab by: (signature) _____ Date: _____ Time: _____

ANALYSIS REQUEST

Sample ID Number	Sample Description	Date/Time	Analysis Requested	T.A.T.	Type of Container	Number of Containers	Lab
112809	MW-2	1/25/90	6001 SPARE	3	VOA	1	
2810	↓	↓	↓	↓	↓	↓	
112811	MW-11	1/25/90	601	↓	↓	↓	
2812	↓	↓	601 SPARE	↓	↓	↓	
2813	↓	↓	↓	↓	↓	↓	
2814	↓	↓	↓	↓	↓	↓	
112815	MW-8	1/25/90	601	↓	↓	↓	
2816	↓	↓	601 SPARE	↓	↓	↓	
2817	↓	↓	↓	↓	↓	↓	
2818	↓	↓	↓	↓	↓	↓	

Special Instructions/Comments:

* NOTE T-A-T

Sample Condition Upon Receipt:

Expected Analytical Turn-Around Times:

1 = Immediate Attention:
24 hours

2 = Rush:
48 hours

3 = Standard:
1 week

4 = Standard:
2 weeks

Laboratory Disposition:

Storage Refrigerator ID _____
Storage Freezer ID _____

Secured:
Yes _____
No _____

We were pleased to conduct this soil sampling at the 18301 Arenth Facility. Should you have any further questions, please do not hesitate to call me.

Sincerely,

Jean B Kulla

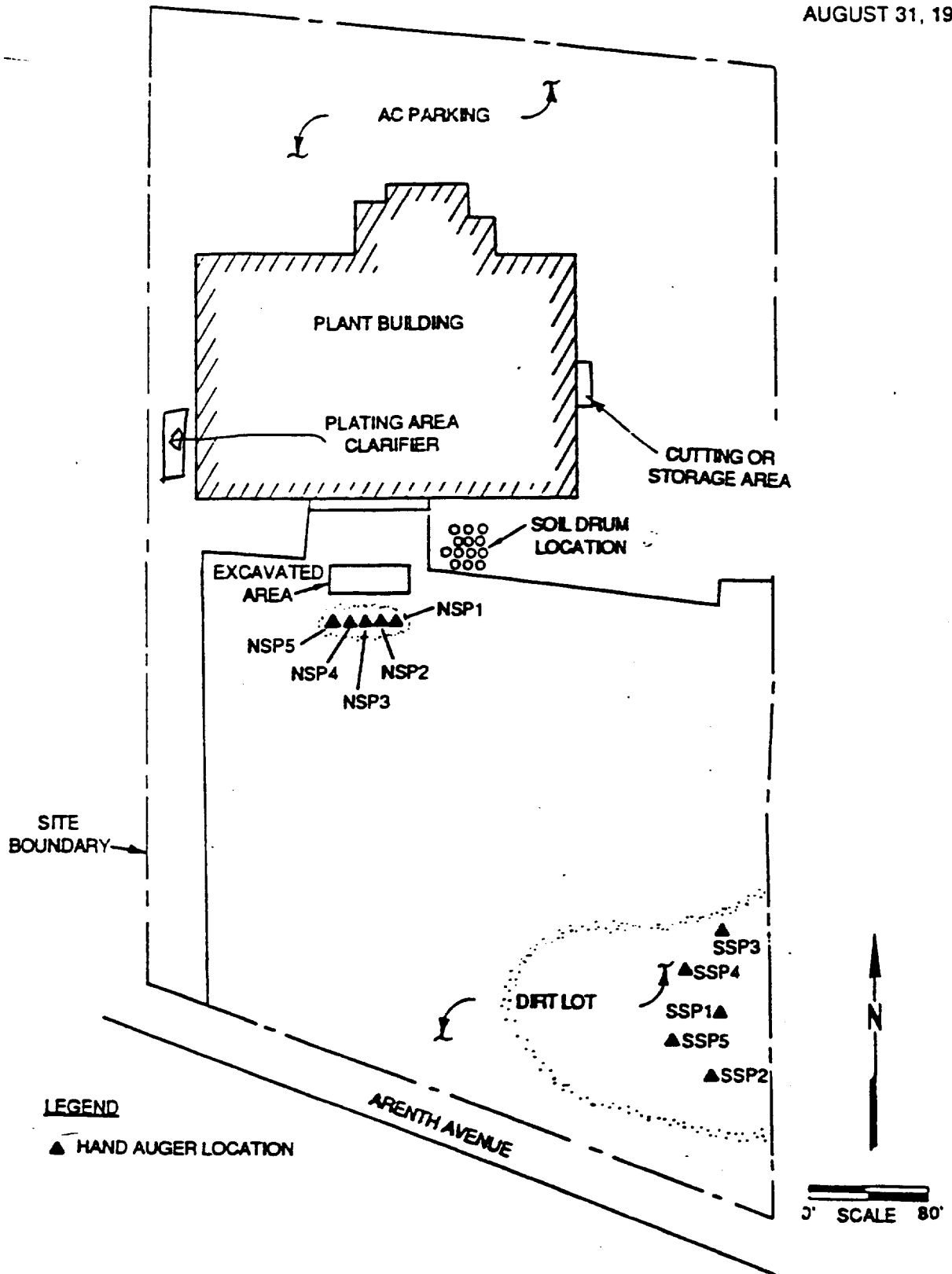
Jean B. Kulla, Ph.D.
Principal Hydrogeologist

T:gsb



McLaren

FIGURE 1
SITE PLAN
MONADNOCK PROPERTY
SHOWING LOCATION OF SOIL
SAMPLES COLLECTED
AUGUST 31, 1989



ATTACHMENT A

SOIL SAMPLING PROTOCOL HAND AUGER

A five-foot long stainless steel hand auger, fitted with a four-foot long conduit extension, as needed, was used to drill an approximately 2 1/4 inch diameter shallow boring to a predetermined depth below grade. Prior to and between the sampling intervals, all reusable equipment was decontaminated by washing in a trisodium phosphate solution, rinsing in tap water, and then rinsing in deionized water. Each soil sample was collected by hand driving a core sampler, lined with a brass tube into the soil. Composite soil samples were collected by pressing a clean brass tube into the soil and filling it completely to ensure no headspace in the tube. The sample tubes were sealed with aluminum foil and plastic endcaps. The endcaps were sealed with tape, the sample was labeled and placed in a plastic bag. The tube was placed in an ice or "blue ice" filled cooler. The packaged samples were transported under chain-of-custody procedures for analysis at McLaren, a state certified hazardous materials laboratory, using the appropriate EPA methodology.



ATTACHMENT B

Laboratory Data Sheets
and Chain of Custodies

THERE IS A TOTAL
OF 60 PAGES FOR
ATTACHMENT B.
I HAVE THEM IN FILE.
THEY WILL BE PROVIDED
UPON REQUEST.
J. KWAN



McLaren

DU

UAP

TRW

TRW Inc.

Executive Offices
1900 Richmond Road
Cleveland, OH 44124

13 September 1989

Mr. Charles Miller
20415 Prestina Way
Walnut, California 91789

Re: Soil Sampling Results
Monadnock Site
City of Industry, California

Dear Mr. Miller:

As requested, enclosed is a copy of the soil analysis results for the confirmation sampling performed by McLaren at the Monadnock site. The soil samples were collected on 31 August 1989 and analyzed at the McLaren Laboratory on 1 September 1989.

The enclosure include a brief letter report and the sampling protocol that was followed. However, the actual laboratory reports, consisting of 50 pages, are not included.

Feel free to call if you have any questions. I can be reached at (213) 813-2720.

Very truly yours,



Joseph P. Kwan
Project Manager
TRW Inc.

Enclosure
cc: R.M. Walter

TRW Inc.

4200 2



September 6, 1989

Mr. Joseph P. Kwan
Senior Environmental Engineer
General Services Division
TRW Space and Defense Sector
One Space Park
Building 140, Room 2302
Redondo Beach, CA 90278

Dear Mr. Kwan:

RESULTS OF SOIL SAMPLING AT 18301 ARENTH, CITY OF INDUSTRY CALIFORNIA

Soil sampling at 18301 Arenth, City of Industry, California was completed August 31, 1989, for TRW Inc. Mr. Charlie Miller, property owner, and Mr. Joseph Kwan, TRW representative, directed the location of the soil sampling. Mr. Phil Chandler of the Regional Water Quality Control Board-Los Angeles oversaw the soil sampling.

Soil was sampled from three areas on the site:

- 1) A small soil pile near the excavated old drum storage area. The volume of the soil pile has been reported by Charlie Miller and Ralph Wagner to be about 70 cy. The soil was originally excavated from the old drum storage area.
- 2) Thirteen 55-gallon drums containing soil from soil borings around the excavated area on the property; and
- 3) A large soil pile along the southeastern end of the property.

Five samples were collected from the soil pile near the excavated area; 13 samples were collected from the drums; and five samples were collected from the large soil pile. Figure 1 shows the soil sampling locations. Samples were collected in clean brass tubes, placed immediately in a cooler, and shipped for analysis under chain of custody procedure as outlined in the soil sampling protocol presented as Attachment A.

All 23 samples were analyzed for purgeable halocarbons using gas chromatography (EPA Method 8010) at McLaren Analytical Laboratories, a State Certified Hazardous Waste Analytical Laboratory. With the exception of one soil sample, no detectable levels of purgeable halocarbons were found in the soil. The center soil sample from the soil pile near the excavation (NSP-3 at 3 feet) showed 0.13 parts per million tetrachloroethylene (PCE). The laboratory data and chain-of-custody records are presented as Attachment B.

D4?

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION

101 Centre Plaza Drive
Monterey Park, California 91754-2156
(213) 266-7500



October 16, 1989

Charles M. Miller
C. M. Miller Enterprises, Inc.
20415 Prestina Way
Walnut, CA 91789

SOIL REMEDIATION - MONADNOCK COMPANY FACILITY,
CITY INDUSTRY (CAO 88-057)

Item No. 3 of the Order required that you "Specifically eliminate the immediate threat of continued infiltration..." from the soil excavation of the old barrel storage area. Your revised workplan to meet this requirement was received on December 5, 1988. The removal and verification phases have now been completed in this specific area, based upon subsequent submittals to this Regional Board. The closure plan, submitted on August 15, 1989 in response to our comments, is approved.

Backfilling and cover construction may proceed subject to the following comments:

1. The area being "squared off" around the excavation should be over-excavated to three (3) feet below-grade, rather than 10 inches as proposed.
2. Request Mr. John Radecki, City Engineer, City of Industry to write a confirmation to this Regional Board (address either myself or Philip Chandler) that no permits are required for placement of fill in the excavation.
3. Request Mr. William C. Thompson, Senior Air Quality Engineer at the South Coast Air Quality Management District to confirm by letter to the Regional Board that he has no objection to the spreading of material previously excavated.
4. Confirm the year in which Arenth was graded. The June 1989 date cited on p.4 appears to be an error.

Mr. Charles M. Miller
Page 2

A final report is due to this agency within 14 days of completing field operations. Direct all questions concerning the file to Philip Chandler at (213) 266-7537.



ROY R. SAKAIDA
Senior Water Resources
Control Engineer

RRS:PBC:mht

cc: Neil Ziemba, Environmental Protection Agency, Region 9,
Toxics & Waste Management Division
Dennis Dickerson, Department of Health Services,
Toxics Substances Control Division
Bill Jones, Los Angeles County, Department of Health Services,
Hazardous Materials Program
Don Howard, Engineer for Puente Basin Water Master
Thomas Stetson, Engineer for Main San Gabriel Basin
Watermaster
Robert M. Walters, TRW, Inc.
Joseph Kwan, TRW, Inc.
Ralph Wagner, Consulting Engineer

UNITED NATIONAL INSURANCE COMPANY

BALA CYNWYD, PA

A Stock Company
Herein Called the Company

COMPREHENSIVE LIABILITY POLICY

DECLARATIONS

Policy Number: GA621378

NAMED INSURED:

Rollins Truck Leasing Corp.
(See Endorsement #1)

Address:

One Rollins Plaza
Wilmington, Delaware 19899

Policy Period:

From October 1, 1991 To October 1, 1992
12:01 a.m. Standard Time at the address of the
Named Insured, stated above .

Limits of Liability:

The total liability of the Company for all
ultimate net loss as the result of any one
occurrence shall not exceed \$500,000. and
shall be in excess of the Insured's retained
limit of \$500,000. ultimate net loss any one
occurrence.

Premium:

\$ 5,000.

Forms Attached at issuance:

Subject to the manuscript form consisting of
five (5) pages and Endorsements #1 through #4 attached hereto and made a part
hereof.



Countersigned by _____

Authorized Representative

UNITED NATIONAL INSURANCE COMPANY

BALA CYNWYD, PA

A Stock Company
Herein Called the Company

COMPREHENSIVE LIABILITY POLICY

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the Company agrees with the Named Insured as follows:

INSURING AGREEMENT

This policy insures the following coverages as designated:

COVERAGE A	Personal Injury Liability
COVERAGE B	Property Damage Liability

The Company will indemnify the Insured, for ultimate net loss in excess of the retained limit herein stated which the Insured shall:

(1) become legally obligated to pay as damages because of:

- A. Personal Injury
- B. Property Damage

To which this policy applies (A and B above) caused by an occurrence.

DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

The Company shall have the right and opportunity to associate with the Insured in the defense and control of any claim or proceeding arising out of such occurrence reasonably likely to involve the Company. In such event the Insured and the Company shall cooperate fully.

Should any occurrence appear likely to exceed the retained limit, no loss expenses or legal expenses shall be incurred on behalf of the Company without its prior consent. Should any claim arising from such occurrence be adjusted prior to trial court judgment for a total amount not more than the retained limit, then no loss expenses or legal expenses shall be payable by the Company. However, should the total amount for which such claim might be adjusted prior to such judgment exceed the retained limit, then if the Company consents to further trial court proceedings, it shall contribute to loss expenses and legal expenses in the ratio which its proportion of the liability for the judgment rendered, or settlement made, bears to the whole amount of said judgment or settlement.

RETAINED LIMIT - THE COMPANY'S LIMIT OF LIABILITY

The inclusion of additional insureds shall not operate to increase the limits of liability hereunder.

With respect to Coverage A, B or any combination thereof, the Company's liability shall be only for the ultimate net loss in excess of the Insured's retained limit for an amount not exceeding the amount specified in the limits of liability section of the Declarations as the result of any one occurrence.

It is further agreed the Insured's Retained limit may be retained or insured by the Insured's Insurance Subsidiaries either in total or in part.

TERRITORY

This policy applies to occurrences which take place anywhere during the policy period.

PERSONS OR ENTITIES INSURED

- (a) The Named Insured;
- (b) Each of the following is an Insured under this policy to the extent as set forth below:
 - (1) The Insured, as referred to herein, shall include: all subsidiaries as named herein by Endorsement, and shall also include officers and directors of the Insured and all subsidiaries while acting within the scope of their duties as such officers and directors.
 - (2) Trustees and Administrators of Employee Benefit Plans including any Employee Welfare Benefit Plans or Welfare Plans, as defined in the Employee Welfare Benefit Plans or Welfare Plans, as defined in the Employee Retirement Income Security Act of 1974 sponsored by Rollins Truck Leasing Corp., Matlack Systems, Inc. and/or its subsidiaries.
 - (3) Employees of the Named Insured and all its subsidiaries while acting within the scope of their duties as employees as long as their actions are in accordance with the corporate policy.

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is, or may be, liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in the Limits of Liability Section, nor to increase the Insured's retained limits as set forth in the Limits of Liability Section.

EXCLUSIONS

This policy does not apply:

- (a) Under Coverage A and B to loss arising out of operations as respects which the Insured carries a full coverage workmen's compensation policy or employers' liability policy, or as respects which the Insured has rejected any workmen's compensation law;
- (b) Under Coverages A and B to any liability arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile or aircraft operated by, rented to, loaned to or used at the direction of any insured, officer, director or organization acting for or at the direction of any insured, officer, director or organization acting for or at the direction of any insured, officer or director;
- (c) The Company shall have no obligation under this policy to defend or indemnify the insured against liability for personal injury, bodily injury, or property damage directly or indirectly arising out of or connected with the actual, alleged or threatened emission, discharge, release or escape into or upon land, the atmosphere, or any watercourse or body of water, including surface and subsurface groundwater, of pollutants.

However, this exclusion does not apply to bodily injury, personal injury, or property damage liability arising out of any of the following events:

- a) hostile fire, lightning, or windstorm damage;
provided that:
 - (i) such event happened during policy period; and
 - (ii) such event was discovered by any insured within 120 hours following its happening and was reported in writing to the Company within 60 days after it was discovered by such insured;

- b) collision, overturn or upset of an automobile as covered in this policy.

Also, this exclusion does not apply to bodily injury or personal injury that is a direct and instantaneous result of an abrupt, and unexpected or unintended release of pollutants from a drum, tank, container, pipe, or any other type of vessel;

provided that:

- (i) such abrupt, and unexpected or unintended release of pollutants happened during the policy period; and
- (ii) such abrupt, and unexpected or unintended release of pollutants was reported in writing by the insured to the Company

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within 21 days following its happening.

For the purposes of this exclusion, pollutants means smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, petroleum products and their derivatives, waste materials, or any other irritant, contaminant or other substance which may adversely affect the environment. Waste materials include materials to be disposed of, recycled, reconditioned, or reclaimed.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"Personal Injury" means (a) bodily injury, sickness, disease, disability, shock, mental injury and mental anguish; (b) false arrest, detention, or imprisonment, malicious prosecution; (c) the publication or utterance of a libel or slander or of other defamatory material, including disparaging statements concerning the condition, value, quality or use of real or personal property, or a publication or utterance in violation of rights of privacy, except when any of the foregoing of this part (c) arises out of the Insured's advertising activities; (d) wrongful entry or eviction or other invasion of the right of private occupancy; (e) racial or religious discrimination, unless insurance therefore is prohibited by law not committed by or at the direction of the insured; and (f) assault and battery not committed by or at the direction of the Insured; unless committed for the purpose of protecting persons or property, caused by an occurrence during the policy period.

"Ultimate Net Loss" means the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other collectible insurances, and shall exclude all expenses and costs.

"Expense and Costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (except the Company's office expenses and the salaries of its regular employees).

"Occurrence" means an accident or series of accidents arising from one event or exposure of persons or property to conditions which result during the policy period in personal injury or property damage; provided such personal injury or property damage is neither expected nor intended by the insured;

"Property Damage" means physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

CONDITIONS

1. Premium.

The Company shall collect an advance premium upon delivery of the policy, in the amount specified in the declarations or endorsements on or before the due dates indicated.

2. Insured's Duties in the Event of Occurrence, Claim or Suit:

- (a) Upon the happening of an occurrence reasonably likely to involve the Company, written notice containing particulars sufficient to identify with the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable. The Insured shall promptly take all reasonable steps to prevent other injury or damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy;
- (b) If claim is made or suit is brought against the Insured, and if reasonably likely to involve the Company, the Insured shall immediately forward to the Company or its authorized agent, every demand, notice, summons, or other process received by him or his representatives.
- (c) The provisions of this subparagraph (c) shall become applicable only when the claim is reasonably likely to involve the Company. The Insured shall cooperate with the Company and upon its request assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of personal injury or property damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not,

except at his own cost, voluntarily make any payment, assume any obligations or incur any expense. However, in the event that the amount of ultimate net loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and the Company, then the Insured may pay the amount of ultimate net loss to the claimant to effect settlement and, upon submission of due proof thereof, the company shall indemnify the Insured for that part of such payment which is in excess of the retained limit, or the Company will, upon request of the Insured, make such payment to the claimant on behalf of the Insured.

3. Appeals.

In the event the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount specified in the limits of liability section of the Declarations plus the taxable costs, disbursements and interest incidental to such appeal.

4. Action Against The Company.

No action shall lie against the company with respect to any one occurrence unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy, nor until the amount of the Insured's obligation to pay an amount of ultimate net loss in excess of the retained limit shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. The Insured shall make a definite claim for any loss for which the Company may be liable within a reasonable time after such final determination. If any subsequent payments are made by the Insured on account of the same occurrence, the Insured shall make additional claims from time to time and these claims shall be payable within thirty (30) days after proof in conformity with this policy. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.

5. Other Insurance.

If collectible insurance under any other policy is maintained with the Company and is available to the Insured, covering a loss also covered hereunder, the Company's total liability shall in no event exceed the greater or greatest limit of liability acceptable to such loss under this or any other such policy provided, however, this does not apply to insurance that might be with the Company which is written as underlying insurance or which is written as excess insurance over the limit provided in this policy.

If collectible insurance with any other insurer other than the Company is available to the Insured covering a loss also covered hereunder, the insurance hereunder shall be in excess of, and not contribute with, such other insurance provided, however, this does not apply to insurance which is written as excess insurance over the limit provided in this policy.

6. Subrogation.

The Company shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefore; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the Insured's) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Company shall be reimbursed next to the extent of actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interest may appear.

The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, it shall bear the expenses therefor.

7. Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

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8. Assignment.

Assignment of interest under this policy shall not bind the Company until its consent is endorsed herein, if, however, the Named Insured shall die, such insurance as is afforded by the policy shall apply (a) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (b) with respect to property of the Named Insured, but only until the appointment and qualification of the legal representative.

9. Cancellation.

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by certified mailing return receipt requested to the Named Insured at the address shown in this policy written notice stating when, not less than sixty days thereafter, such cancellation shall be effective. The mailing notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or the Company shall be equivalent to mailing.

If the Named Insured cancels before the first anniversary date, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation becomes effective, or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

10. Inspection and Audit.

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefits of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.


11. Conformity to Statutes.

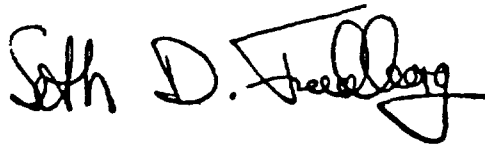
Whenever terms and conditions of this policy, including its endorsements, are not in conformity with any statute or law or regulation, it is agreed that this policy shall be reformed to meet any such statute, law or regulation.

12. Service of Suit Clause

The United National Insurance Company hereby appoints the highest State official in charge of insurance affairs (Commissioner of Insurance, Director of Insurance, Insurance Commissioner, Executive Secretary, Superintendent of Insurance, or such other official title as designated by the State) of the State of Delaware and his successor or successors in office as his and their duly authorized deputies, as the true and lawful attorney of United National Insurance Company in and for the aforesaid State, upon whom all lawful process may be served in any action, suit or proceeding instituted in the said State by or on behalf of any insured or beneficiary against the United National Insurance Company, arising out of the insurance policy to which this provision is attached, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to United National Insurance Company, Three Bala Plaza East, Bala Cynwyd, PA 19004.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.


Secretary


President

ENDORSEMENT # 1

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # GA621378

Issued to Rollins Truck Leasing Corp.

by United National Insurance Company

Named Insured Endorsement

I. Rollins Truck Leasing Corp., Matlack Systems, Inc.

Rollins Properties, Inc.

Rollins Properties Management, Inc.

Interstate Capital Corp.

Rollins Leasing Corp.

Rollins Custom Carriers, Inc.

Rollins Driver Services, Inc.

Rollins Dedicated Carriage Services, Inc.

- 1) KAP, Inc.
- 2) Paper Distribution Service, Inc.
- 3) Rollins Holding, Inc.
- 4) Driver Leasing, Inc.
- 5) Rollins Transportation Systems, Inc.

Rollins Bulk Distribution, Inc.

Rollins Brokerage Services, Inc.

Matlack, Inc.

E. Brooks Matlack Incorporated of Virginia, Inc.

Super Service, Inc.

Casol Leasing

Trans-Chem

Rollins Matlack Administrative Services, Inc.

Rollins Terminals, Inc.

Distribution Center of Bayonne, Inc.

Rollins-Bayonne, Inc.

J. W. Rollins and Associates; Jeffrie Enterprises, Inc.

Transrisk Limited

Rollins Jamaica, Ltd.

Rollins Truck Leasing Corp., Matlack Systems, Inc. and all affiliated and/or subsidiary companies and/or Joint Ventures as now exist or may be hereinafter constituted.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 2

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # GA621378


Issued to Rollins Truck Leasing Corp.

by United National Insurance Company

Broad Form Additional Insured

In consideration of the premium at which this policy is issued, it is agreed that the insurance provided by the policy shall apply to the insured and to the persons or organizations whom the insured has agreed to indemnify or is required to name as an additional insured.

(
All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 3

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # GA621378

Issued to Rollins Truck Leasing Corp.

by United National Insurance Company

Nuclear Incident Exclusion Clause

This policy does not apply:

I. Under any liability coverage, to injury, sickness, disease, death or destruction:

- (a) with respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limits or liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be entitled to indemnify from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material
 - (1) is at any nuclear facility owned by, or operated by or on behalf of an Insured or
 - (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured: or

- (c) the injury, sickness, disease, death or destruction arises out of furnishing by an Insured of services, materials, parts or equipment, in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of such facility and any property at such facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material" "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:

"waste" means any waste material

- (1) containing by-product material and
- (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for
 - (1) separating the isotopes or uranium or plutonium,
 - (2) processing or utilizing spent fuel, or
 - (3) handling, processing or packaging waste
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission

in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the policy to which it is attached.

All other terms and conditions remain unchanged.

A handwritten signature in cursive script, reading "Stephen M. Howard".

Authorized Representative

ENDORSEMENT # 4

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # GA621378

Issued to Rollins Truck Leasing Corp.

by United National Insurance Company

In consideration of the premium paid, it is agreed that should a conflict arise out of the interpretation of coverage or terms and conditions of this policy which results in the filing of a lawsuit by the Insured to resolve the conflict it is agreed that in the event the Insured is successful in the litigation against the Insurer, the Insurer will be responsible for the payment of the judgement; the expenses (including but not limited to all legal fees); and interest, at current rates, on all monies expended by the Insured.

All other terms and conditions remain unchanged.

A handwritten signature in cursive script, appearing to read "Patricia M. Rodman", is written above a horizontal line.

Authorized Representative

ENDORSEMENT # 5

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # GA621378

Issued to Rollins Truck Leasing Corp.

by United National Insurance Company

In consideration of the premium paid, it is agreed that Endorsement # 1 is deleted and replaced by the following:

Named Insured Endorsement

ROLLINS TRUCK LEASING CORP.

Transrisk Limited
Rollins Properties, Inc.
Rollins Properties Management, Inc.
Rollins-Matlack Administrative Services, Inc.
Rollins Leasing Corp.
Rollins Driver Services, Inc.
Coble Equipment Leasing Company, Inc.
Rollins Custom Carriers, Inc.
Rollins Dedicated Carriage Services, Inc.
Rollins Transportation Systems, Inc.

MATLACK SYSTEMS, INC.

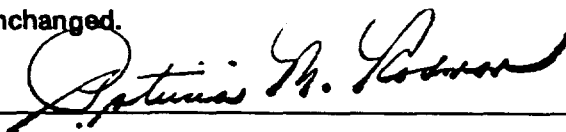
Matlack, Inc.
Matlack International, Inc.
Super Service, Inc.
E. Brooke Matlack Inc. of Virginia, Inc.
Bayonne Terminals, Inc.
Distribution Center of Bayonne, Inc.
Rollins-Bayonne, Inc.
Casol Leasing
Trans Chem
Commodity Carriers, Inc.
American Transportation Service, Inc.

J.W. ROLLINS & ASSOCIATES

Rollins Jamaica, Ltd.

Rollins Truck Leasing Corp., Matlack Systems, Inc. and all affiliated and/or subsidiary companies and/or Joint Ventures as now exist or may be hereafter constituted.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 6

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # GA621378

Issued to Rollins Truck Leasing Corp.

by United National Insurance Company

In consideration of the premium charged, it is hereby understood and agreed that the following condition is added to the Conditions section of the policy:

13. In the event of claims being made by reason of personal injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is, or may be, liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in the Limits of Liability Section, nor to increase the Insured's retained limits as set forth in the Limits of Liability Section.

All other terms and conditions remain unchanged.


Authorized Representative

ENDORSEMENT # 8

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1992

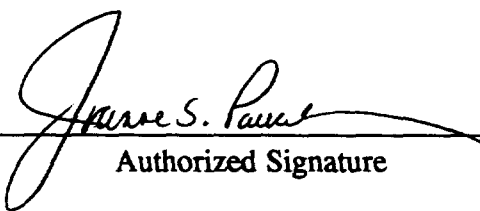
forms a part of Policy Number: **GA 621378**

Issued to: **ROLLINS TRUCK LEASING CORP., ETAL**

By: **United National Insurance Company**

In consideration of an additional premium of \$4854, it is hereby understood and agreed, the policy term is extended for one year and will expire on October 1, 1993.

All terms and conditions of the policy remain unchanged.



Authorized Signature

ENDORSEMENT

**This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of Policy # GA 621378
Issued to ROLLINS TRUCK LEASING CORP.
By United National Insurance Company**

In consideration of the premium charged, it is hereby understood and agreed that the following condition is added to the Conditions section of the policy:

- 13. Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:**
- a. As if each Named Insured were the only Named Insured; and**
 - b. Separately to each insured against whom claim is made or "suit" is brought.**

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in the Limits of Liability Section, nor to increase the Insured's retained limits as set forth in the Limits of Liability Section.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT #9

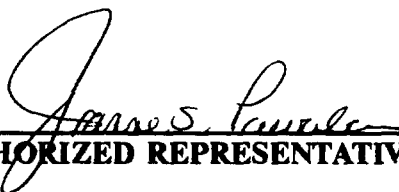
This endorsement, effective on 10/01/92 at 12:01 A.M. standard time, forms a part of:

Policy No.: GA 621378
Issued To: Rollins Truck Leasing Corp
By: United National Insurance Company

In consideration of the premium charged, it is hereby understood and agreed that the following Named Insured is added to the policy per Endorsement #7:

Rollins Investments

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE (jdp 2/17/93)

UNITED NATIONAL INSURANCE COMPANY

BALA CYNWYD, PA

A Stock Company
Herein Called the Company

EXCESS LIABILITY POLICY

POLICY NUMBER: XTP36193

Item 1. Named Insured and Mailing Address:

ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS ENVIRONMENTAL
SERVICES, INC, etal (see endt. #1)
One Rollins Plaza
P.O. Box 1791
Wilmington, Delaware 19899

Item 2. Policy Period From: October 1, 1991
To: October 1, 1992

12:01 A. M. standard time at the address of the Named Insured stated herein.

Item 3. Premium is Payable:

\$895,000. In Advance
adjustable at a rate of N/A per N/A annual exposure estimated at: N/A

Item 4. Underlying Insurance:

\$500,000. Combined Single Limit Each Occurrence only, excess of \$500,000. Self Insured
Retention as provided in Endorsement # 2, Schedule of Underlying Insurance.

Item 5. Limit(s) of Coverage Hereunder:

Excess Liability \$5,000,000. Each Occurrence and Aggregate (where applicable) excess of the
limits stated in Item 4 above.

Item 6. Forms Attached at Inception: XTP-J(10/91) and Endorsements # 1 through # 8.

Countersigned by



Authorized Representative

UNITED NATIONAL INSURANCE COMPANY

BALA CYNWYD, PA

A Stock Company
Herein Called the Company

EXCESS THIRD PARTY LIABILITY INSURANCE POLICY

In consideration of the payment of premium, and in reliance upon the statements in the Declarations and subject to all the terms of this policy, the Company agrees with the Insured named in the Declarations, to provide coverage as follows:

INSURING AGREEMENT

To indemnify the Insured for that amount of loss and loss expense which exceeds the amount of the loss and loss expense payable by underlying policies described in the Declarations, but the Company's obligation hereunder shall not exceed the limit of liability stated in Item 5 of Declarations.

CONDITIONS

A. Application of Underlying Insurance.

Except as otherwise stated herein, and except with respect to (1) any obligation to investigate or defend any claim or suit, or (2) any obligation to renew, the insurance afforded by this policy shall apply in like manner as the underlying insurance described in Item 4 of the Declarations.

B. Maintenance of Underlying Insurance.

It is warranted by the Insured that the underlying policies listed in Item 4 of the Declarations, or renewals or replacements thereof not more restricted, shall be maintained in force as valid and collectible during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences happening during this policy period. In the event of failure by the Insured to so maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the Company within thirty (30) days of such exhaustion.

C. Loss Payable.

Liability of the Company with respect to any one occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, has paid the amount of underlying insurance stated in Item 4 of the Declarations. The Insured shall make a definite claim for loss, for which the Company may be liable, within twelve (12) months after the Insured has paid any amount of excess loss, as stated in Item 5 of the Declarations; or after the Insured's liability shall have been made certain by final judgment after actual trial; or by written agreement of the Insured, the claimant, and the Company. Any subsequent payments made by the Insured on account of the same occurrence shall be payable by the Company within thirty (30) days after additional claim is made by the Insured, and after the Insured has shown proof in conformity with this policy.

D. Premium Computation.

The premium for this policy shall be based upon the rating basis set forth in Item 3 of Declarations and shall be computed by applying the rate set forth in the Declarations to each unit of exposure generated by the Insured during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the Declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the Named Insured shall immediately pay the excess to the Company; if less, the Company shall return the difference to the Named Insured; but the Company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

E. Assistance and Cooperation.

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the Insured; but the Company shall have the right and opportunity to associate with the Insured in the defense and control of any claim or proceeding reasonably likely to involve the Company. In such event the Insured and the Company shall cooperate fully.

F. Loss Expense.

Loss expense includes loss expenses and legal expenses incurred by the Insured with the consent of the Company in the investigation or defense of claims, including court costs and interest. Salaries and expenses of the insured's employees shall not be considered as part of the above expenses. Expenses thus paid by the company shall be a part of the limit of liability stated in Item 5 of the Declarations.

G. Notice of Occurrence.

Upon the happening of an occurrence reasonably likely to involve the Company hereunder, written notice shall be given as soon as practicable to the Company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the Insured and the fullest information obtainable at the time.

The Insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun, the Insured, when requested by the Company, shall forward to it each paper thereon, or a copy thereof, received by the Insured or the Insured's representatives, together with copies of reports of investigations made by the Insured with respect to such claim proceedings.

H. Appeals.

In the event the Insured or the Insured's underlying insurer elects not to appeal a judgment which exceeds the underlying insurance, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for excess loss exceed the amount set forth in Item 5 of the Declarations.

I. Subrogation.

In the event of payment under this policy the Company will participate with the Insured and any underlying insurer in the exercise of all the Insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimburse any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of the Company's liability hereunder, then to reimburse the Company up to the amount paid hereunder, and lastly to reimburse such interests (including the Insured) to whom this insurance is excess as are entitled to claim the residue, if any. Such expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

J. Cancellation.

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

Premium adjustment shall be made by the Company either at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the Named Insured.

If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all Insureds; and notice of cancellation by the Company to such first Named Insured shall be notice to all Insureds. Payment of any unearned premium to such first Named Insured shall be for the account of all interests therein.

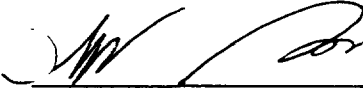
K. Other Insurance.

If other valid and collectible insurance is available to the Insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

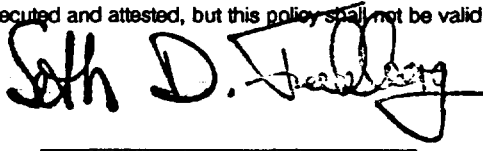
L. Service of Suit Clause

The United National Insurance Company hereby appoints the highest State official in charge of insurance affairs (Commissioner of Insurance, Director of Insurance, Insurance Commissioner, Executive Secretary, Superintendent of Insurance, or such other official title as designated by the State) of the State of Delaware and his successor or successors in office as his and their duly authorized deputies, as the true and lawful attorney of United National Insurance Company in and for the aforesaid State, upon whom all lawful process may be served in any action, suit or proceeding instituted in the said State by or on behalf of any insured or beneficiary against the United National Insurance Company, arising out of the insurance policy to which this provision is attached, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to United National Insurance Company, Three Bala Plaza East, Bala Cynwyd, PA 19004.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.



Secretary



President

ENDORSEMENT # 1

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193

Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
ENVIRONMENTAL SERVICES, INC., etal

by United National Insurance Company

NAMED INSURED ENDORSEMENT

I. Rollins Truck Leasing Corp., Matlack Systems, Inc.

Rollins Properties, Inc.
Rollins Properties Management, Inc.
Interstate Capital Corp.
Rollins Leasing Corp.
Rollins Custom Carriers, Inc.
Rollins Driver Services, Inc.
Rollins Dedicated Carriage Service, Inc.

- 1) KAP, Inc.
- 2) Paper Distribution Service, Inc.
- 3) Rollins Holding, Inc.
- 4) Driver Leasing, Inc.
- 5) Rollins Transportation Systems, Inc.

Rollins Bulk Distribution, Inc.
Rollins Brokerage Services, Inc.
Matlack, Inc.
E. Brooks Matlack Incorporated of Virginia, Inc.
Super Service, Inc.
Casol Leasing
Trans-Chem
Rollins Matlack Administrative Services, Inc.

Rollins Terminals, Inc.
Distribution Center of Bayonne, Inc.
Rollins-Bayonne, Inc.
J.W. Rollins and Associates; Jeffrie Enterprises, Inc.
Transrisk Limited
Rollins Jamaica, LTD

Rollins Truck Leasing Corp., Matlack Systems, Inc. and all affiliated
and/or subsidiary companies and/or Joint Ventures as now exist or may be
hereafter constituted.

II. Rollins Environmental Services, Inc.

- A. Rollins Environmental Services (NJ) Inc.
(1) Gloucester County Construction Co.
- B. Rollins Environmental Services (TX) Inc.

- C. Rollins Environmental Services (LA) Inc.
- D. Rollins Environmental Services of Louisiana, Inc.
- E. Rollins Environmental Services (FS) Inc.
- F. Custom Environmental Transport, Inc.
- G. Sussex Contractors, Inc.
- H. Environmental Control Technology Corporation
- I. Rollins Environmental Services (DE) Inc.
- J. TEK Services, Inc.

III. Rollins Environmental Services, Inc. and/or all affiliated and/or all subsidiary companies and/or Joint Ventures as now exist or may be hereafter constituted.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 2

SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A - AS RESPECTS ROLLINS TRUCK LEASING CORP.

TYPE OF POLICY	INSURER, POLICY NUMBER POLICY PERIOD	APPLICABLE LIMITS
BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY CARGO DAMAGE LIABILITY WORKER'S COMPENSATION EMPLOYERS LIABILITY AUTOMOBILE PHYSICAL DAMAGE	SELF INSURED RETENTION 10/01/91 TO 10/01/92	\$500,000 EACH OCCURRENCE
BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY CARGO DAMAGE LIABILITY WORKER'S COMPENSATION EMPLOYER'S LIABILITY AUTOMOBILE PHYSICAL DAMAGE	CONTINENTAL INSURANCE COMPANY Policy # TBA 10/01/91 TO 10/01/92	\$500,000 EACH OCCURRENCE EXCESS OF \$500,000 EACH OCCURRENCE SELF INSURED RETENTION
PERSONAL INJURY LIABILITY PROPERTY DAMAGE LIABILITY	United National Ins. Co., # GA621378 10/1/91 to 10/1/92	\$500,000 EACH OCCURRENCE EXCESS OF \$500,000 EACH OCCURRENCE SELF INSURED RETENTION

SCHEDULE B - AS RESPECTS ROLLINS ENVIRONMENTAL SERVICES, INC.

TYPE OF POLICY	INSURER, POLICY NUMBER POLICY PERIOD	APPLICABLE LIMITS
BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY CARGO DAMAGE LIABILITY WORKER'S COMPENSATION EMPLOYERS LIABILITY AUTOMOBILE PHYSICAL DAMAGE	SELF INSURED RETENTION 10/01/91 TO 10/01/92	\$500,000 EACH OCCURRENCE
BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY CARGO DAMAGE LIABILITY WORKER'S COMPENSATION EMPLOYER'S LIABILITY AUTOMOBILE PHYSICAL DAMAGE	CONTINENTAL INSURANCE COMPANY Policy # TBA 10/01/91 TO 10/01/92	\$500,000 EACH OCCURRENCE EXCESS OF \$500,000 EACH OCCURRENCE SELF INSURED RETENTION
PERSONAL INJURY LIABILITY PROPERTY DAMAGE LIABILITY	United National Ins. Co., # GA621379 10/1/91 to 10/1/92	\$500,000 EACH OCCURRENCE EXCESS OF \$500,000 EACH OCCURRENCE SELF INSURED RETENTION

ENDORSEMENT # 3

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193

Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
ENVIRONMENTAL SERVICES, INC., etal

by United National Insurance Company

POLLUTION EXCLUSION

The company shall have no obligation under this policy to defend or indemnify the insured against liability for Personal Injury, Bodily Injury, or Property Damage directly or indirectly arising out of or connected with the actual, alleged or threatened emission, discharge, release or escape into or upon land, the atmosphere, or any watercourse or body of water, including surface and subsurface groundwater, or pollutants.

However, this exclusion does not apply to Bodily Injury, Personal Injury or Property Damage Liability arising out of any of the following events:

- A) Hostile Fire, lighting, explosion or windstorm damage; provided that:
 - 1) such event happened during the policy period; and
 - 2) such event was discovered by any insured within 120 hours following its happening and was reported in writing to the company within 60 days after it was discovered by such insured;
- B) Collision, overturn or upset of an automobile as covered in this policy.

Also, this exclusion does not apply to Bodily Injury or Personal Injury that is a direct and instantaneous result of an abrupt, and unexpected or unintended release of pollutants from a drum, tank, container, pipe, or any other type of vessel;
provided that:

- 1) such abrupt and unexpected or unintended release of pollutants happened during the policy period; and
- 2) such abrupt, and unexpected or unintended release of pollutants was reported in writing by the insured to the company within 21 days following its happening.

For the purpose of this exclusion pollutants means smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, petroleum products and their derivatives, waste materials or any other irritant, contaminant or other substance which may adversely affect the environment. Waste materials include materials to be disposed of, recycled, reconditioned, or reclaimed.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 4

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193

**Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
 ENVIRONMENTAL SERVICES, INC., etal**

by United National Insurance Company

PROPERTY DAMAGE EXCLUSION

It is agreed that this policy does not apply to any liability for damage to property:

- 1. owned or occupied by or rented to the insured.**
- 2. used by the insured, or**
- 3. in the care, custody or control of the insured or over which the insured is for any purpose exercising physical control.**

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 5

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193

Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
ENVIRONMENTAL SERVICES, INC., etal

by United National Insurance Company

AIRPORT LIABILITY EXCLUSION

In consideration of the premium paid, it is agreed that this insurance policy does not apply to any liability arising out of the ownership, maintenance, operation, use or entrustment to others of airfields, runways, hangars, buildings or other properties used in connection with aviation activities or airports.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 6

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193

**Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
 ENVIRONMENTAL SERVICES, INC., etal**

by United National Insurance Company

EMPLOYEE RETIREMENT INCOME SECURITY ACT EXCLUSION

In consideration of the premium charged, it is hereby agreed that such insurance as is afforded by this policy, with respect to Employee Benefits Liability, shall not apply to any claim or claims arising out of a breach of professional duty as contemplated under the Employee Retirement Income Security Act of 1974 or Amendments Thereto.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 7

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193


**Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
 ENVIRONMENTAL SERVICES, INC., etal**

by United National Insurance Company

RIGHTS OF SUBROGATION

In consideration of the premium paid, it is agreed that in the event of any payment under this policy, the company may participate with the insured in the exercise of all the insured's rights of recovery against any person or organization liable therefore.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 8

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193

**Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
 ENVIRONMENTAL SERVICES, INC., etal**

by United National Insurance Company

UNDERLYING SCHEDULE OF SELF-INSURED

In consideration of the premium paid, it is agreed that the Named Insured is assuming all liability and responsibility for underlying insurance requirements, in the amounts shown as self insured retention in Endorsement #2, for all claims resulting or arising during this policy period.

The Named Insured shall also be responsible for all costs related to claims within the limits shown as self insured retention in Endorsement #2, including, but not limited to, costs of investigating, defending and settling all claims within the limits shown as self insured retention in Endorsement #2. United National Insurance Company will not be responsible for any claim within the underlying limits, nor any costs related there to under any circumstances, including but not limited to, the insolvency of the Named Insured.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 9

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193

Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
ENVIRONMENTAL SERVICES, INC., etal

by United National Insurance Company

In consideration of the premium charged, it is understood and agreed that
Endorsement # 1 is deleted and replaced by the following:

NAMED INSURED ENDORSEMENT

ROLLINS TRUCK LEASING CORP.

Transrisk Limited
Rollins Properties, Inc.
Rollins Properties Management, Inc.
Rollins-Matlack Administrative Services, Inc.
Rollins Leasing Corp.
Rollins Driver Services, Inc.
Coble Equipment Leasing Company, Inc.
Rollins Custom Carriers, Inc.
Rollins Dedicated Carriage Services, Inc.
Rollins Transportation Systems, Inc.

MATLACK SYSTEMS, INC.

Matlack, Inc.
Matlack International, Inc.
Super Service, Inc.
E. Brooke Matlack Inc. of Virginia, Inc.
Bayonne Terminals, Inc.
Distribution Center of Bayonne, Inc.
Rollins-Bayonne, Inc.
Casol Leasing
Trans Chem
Commodity Carriers, Inc.
American Transportation Service, Inc.

ROLLINS ENVIRONMENTAL SERVICES, INC.

Sussex Contractors, Inc.
Rollins Environmental Services (DE) Inc.
Rollins Environmental Services (NJ) Inc.
Rollins Environmental Services (TX) Inc.
Rollins Environmental Services (FS) Inc.
Rollins Environmental Services (LA) Inc.
Rollins Environmental Services of Louisiana, Inc.
Custom Environmental Transport, Inc.
Encotec, Inc.,

TEK Services, Inc.
Rollins Environmental Services (UT) Inc.
Rollins Environmental Services (CA) Inc.
Rollins Research & Development Corp. of
Georgia, Inc.
Rollins Chempac Special Services, Inc.
Rollins Environmental Services (Sales), Inc.
Oil, Inc.
Tipton Environmental Technology, Inc.

J.W. ROLLINS & ASSOCIATES

Rollins Jamaica, Ltd.

Any and all subsidiary and/or affiliated and/or joint ventures as now exist
or may hereafter be constituted.

All other terms and conditions remain unchanged.



Authorized Representative

ENDORSEMENT # 10

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1991 forms a part of

Policy # XTP 36193

Issued to ROLLINS TRUCK LEASING CORP., MATLACK SYSTEMS, INC. AND ROLLINS
ENVIRONMENTAL SERVICES, INC., etal

by United National Insurance Company

In consideration of the premium charged, it is agreed that form number
XTP-J(10/91) attached to this policy at issuance is deleted in its entirety
and replaced by form number XTP-J(10/91) revision #1.

All other terms and conditions remain unchanged.

A handwritten signature in cursive script, reading "Stephen M. Rodman", is written over a horizontal line.

Authorized Representative

ENDORSEMENT # 12

This endorsement, effective 12:01 A.M. Standard Time on October 1, 1992

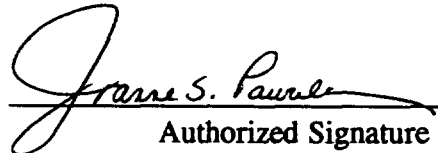
forms a part of Policy Number: **XTP 36193**

Issued to: **ROLLINS TRUCK LEASING CORP., ETAL**

By: **United National Insurance Company**

In consideration of an additional premium of \$868,932, it is hereby understood and agreed that the policy is extended for a period of one year and will expire on October 1, 1993.

All terms and conditions of the policy remain unchanged.


Authorized Signature

ENDORSEMENT #13

This endorsement, effective on 10/1/92 at 12:01 A.M. standard time,
forms a part of

Policy No.: XTP 36193

Issued to: Rollins Truck Leasing Corp.

By: United National Insurance Company

In consideration of the premium charged, it is hereby understood and
agreed that the following Named Insured is added to the policy:

Rollins Investments

All other terms and conditions remain unchanged.

A handwritten signature in cursive script, appearing to read "Barbara Chappell", is written over a horizontal line.

Authorized Representative 2/5/93 gh

LEXINGTON INSURANCE COMPANY
(A Delaware Corporation)
(A Stock Insurance Company)
Administrative Offices: 200 State Street, Boston, Massachusetts 02109
Stand Alone/Retained Amount Policy
Declarations

THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY

Policy Number: 8652779

Renewal Of: 5569094

ITEM 1. Named Insured: ROLLINS TRUCK LEASING CORP., ET AL

Address: BALTIMORE PIKE AND DIXON DRIVE

CHADDS FORD

PA 19317

The insurance contract is issued by an insurer
neither licensed by nor under the jurisdiction
of the Pennsylvania Insurance Department and is
written pursuant to the Pennsylvania Surplus
Lines Law.

Placed by Eastern Risk Specialists, Inc.
2005 Market Street, Suite 3125
Philadelphia, Pa. 19103

ITEM 2. Policy Period:

From: 10/01/91 To: 10/01/92

at 12:01 A.M. Standard Time at the address of the named Insured shown above.

ITEM 3. Limit of Insurance:

a) Per Occurrence \$10,000,000

b) Self Insured Retention

c) Aggregate Limits - Separately as respects:

(i) Products Hazard and Completed Operations \$10,000,000
Hazard Combined

(ii) All Other Coverages Combined \$10,000,000

(Except Automobile Liability, which is not subject to any aggregate limit.)

ITEM 4. Retroactive Date: 08/30/86

ITEM 5. Extended Reporting Period: 12 months at 150 % of the total annual premium.

ITEM 6. Premium:

Estimated Exposure
FLAT

Rating Base
FLAT

Rate
FLAT

Audit Period
NOT AUDITABLE

Advance Premium

Annual Minimum Premium

Minimum Earned Premium

\$500,000

\$500,000

At Inception

\$125,000

ITEM 7. Schedule of Retained Amounts:

Type Of Insurance

Amount

SEE ENDORSEMENT #3

\$6,000,000

ITEM 8. Endorsements Attached: See attached Forms Schedule.

COUNTERSIGNED ON: 10/30/91
At Boston, Massachusetts 02109

Richard Bucella
AUTHORIZED REPRESENTATIVE

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FORMS SCHEDULE

Named Insured: ROLLINS TRUCK LEASING CORP., ET AL

Policy No: 8652779

Effective Date: 10/01/91

Form Number	Edition Date	Title
LEXCMSTAD	06/89	STAND ALONE/RETN D MT DEC 2
LEXCMSTA2T	12/90	CM-STAND ALONE/RETN'D AMT FORM
LEXDOC025	12/87	SA EXCESS IMPORTANT NOTICE
LEXCME077	03/86	MINIMUM EARNED PREMIUM
LEXCME030	03/86	CONTRACTORS LIMITATION END'T
LEXOCC019	03/86	CARGO EXCLUSION
LEXOCC121	03/86	INSURANCE COMPANY END'T
LEXOCC217	04/90	PENNSYLVANIA AMENDATORY END'T
LEXOCC224	04/90	RENTEES OR LESSEES EXCL
ENDT # 001		FINANCIAL INSTITUTIONS EXCL
ENDT # 002		WORKMEN'S COMP, EL EXCLUSION
ENDT # 003		SCHEDULE OF RETIANED AMOUNTS
ENDT # 004		NAME INSURED ENDORSEMENT
ENDT # 005		POLUTION/HAZARDS WASTE-AUTO CV

LEXINGTON INSURANCE COMPANY
CLAIMS MADE STAND ALONE/RETAINED AMOUNT FORM

This is a Claims Made Form. Read your policy CAREFULLY.

Certain provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties and what is and is not covered.

The words we, us and our refer to the Lexington Insurance Company. The word **Insured** means any person or organization qualifying as such under the section entitled, DEFINITIONS - **PERSONS INSURED**.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, we agree with the first Named Insured named in the Declarations as follows:

INSURING AGREEMENTS

I. COVERAGE

- A. We will pay on behalf of the **Insured** that portion of the **ultimate net loss** in excess of the Retained Amounts as determined in Section III B of this policy, which the **Insured** shall become legally obligated to pay as compensatory damages (excluding all fines, penalties, punitive or exemplary damages) because of **personal injury, property damage or advertising injury**, caused by an **occurrence** to which this insurance applies, due to:
1. liability imposed upon the **Insured** by law, or
 2. liability for wrongful acts of others assumed by the **Insured** under any written contract entered into prior to the time of **occurrence**.
- B. Except with respect to **claims** made under automobile liability this insurance applies to **personal injury, property damage or advertising injury** only if a **claim** for such damages:
1. is first made in writing against the **Insured** during the policy period, and written notice of such **claim** is received by the **Insured**, the underlying insurer or us, whichever comes first; AND
 2. the **personal injury, property damage or advertising injury** occurs on or after the Retroactive Date shown in the Declarations and prior to the expiration date of the policy period; AND
 3. the **claim** arises out of an **occurrence** within those coverages for which an amount is shown in Item 7 of the Declarations, Schedule of Retained Amounts.
- C. All **claims** for damages because of **personal injury** and **advertising injury** to the same person, including damages claimed by any person or organization for care, loss of consortium, loss of service or death resulting at any time, will be deemed to have been made at the time the first of those **claims** is made against the **Insured**.
- D. All **claims** for damages because of **property damage** causing loss to the same person or organization as a result of an **occurrence** will be deemed to have been made at the time the first of those **claims** is made against the **Insured**.
- E. Notice of **occurrence, claim** or suit:
1. notice of **occurrence** - the first Named Insured shall immediately notify us in writing of any **occurrence** which may reasonably be expected to result in a **claim** against this policy. The first Named Insured will notify us on the assumption that an **Insured** is liable and that an **Insured** is liable for any amount claimed. Notice shall include:
 - a. how, when and where the **occurrence** took place; and
 - b. the names and addresses of any injured persons and any witnesses.

Notice of an **occurrence** is not a notice of **claim**.

2. Notice of **claim** or suit:

- a. It is a condition of this insurance that in order for coverage to apply, the first Named Insured must give us immediate written notice of any **claim** or suit which is reasonably likely to involve this policy. In determining whether any such **claim** is likely to involve this policy, the first Named Insured shall assume that the **Insured** is liable and liable for the full amount claimed.

Further, it is also a condition of this policy that, in order for coverage to apply, the first Named Insured shall give immediate written notice to us of any **claim** or suit to which this policy applies, including any **claim** first made during the Extended Reporting Period, regardless of the amount thereof, which is still pending on the thirty-sixth (36th) month from the expiration date of this policy.

- b. The first Named Insured shall immediately notify us in writing of any **claim**, alone or in combination with any other **claims**, to which this policy applies which may exceed 25% of the applicable amount set forth in the Schedule of Retained Amounts. The first Named Insured will notify us on the assumption that an **Insured** is liable and that an **Insured** is liable for any amount(s) claimed.
- c. As respects a. and b. above, the first named Insured and any other involved **Insured** must:
- i. immediately send us copies of any demands, notices, summonses or other legal papers received in connection with the **claim** or suit;
 - ii. authorize us to obtain records and other information;
 - iii. cooperate with us in the investigation, settlement or defense of the **claim** or suit; and
 - iv. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury to which this insurance may also apply.
- d. No **Insureds** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

3. Notice of Potential **Claim** - If we receive written notification from the **Insured** during the policy period of an **occurrence** which is likely to involve this policy, and if that **occurrence** results in a **claim** that is reported to us within thirty-six (36) months from the date we were notified of the **occurrence**, then this policy will respond as if the **claim** had been made on the last day of the policy period.

Notice of an **occurrence** is not a notice of **claim**.

The **occurrence** must occur after the Retroactive Date but before the expiration date of this policy.

Notice of a potential **claim** shall include:

- a. how, when and where the **occurrence** took place, and
- b. the names and addresses of any injured persons and any witnesses.

II. DEFENSE

A. After any aggregate limits in the Retained amounts are exhausted through payment of actual damages:

- 1. we will defend any subsequent suit(s) against the **Insured** alleging liability insured under the provisions of this policy and seeking recovery for damages on account thereof, even if such suit is groundless, false or fraudulent, but we will have the right to make such investigation and negotiation and settlement of any **claim(s)** or suit(s) as may be deemed expedient by us.
- 2. We will pay: (a) all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy ; (b) all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds; (c) all costs taxed against the **Insured** in any such suits; (d) all expenses incurred by us; and (e) all interest accruing after entry of

judgment until we have paid, tendered or deposited in court that part of any judgment as does not exceed the limit of our liability thereon.

3. We will reimburse the **Insured** for all reasonable expenses incurred at our request, (including actual loss of wages or salary, but not loss of other income, not to exceed one hundred (100) dollars per day) because of the **Insured's** attendance at hearings or trials at such request.
4. We will pay all pre-judgment interest awarded against the **Insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

B. We will pay the amounts incurred under IIA above, but any such payments shall:

1. serve to reduce the Limits of Liability of this policy as stated in the Declarations, and
2. be subject to the **Insured's** retention of an amount equal to that stated in the Declarations as Self Insured Retention. The Self Insured Retention applies separately to each and every **occurrence**.

C. In all other instances except IIA above:

we shall not be called upon to assume charge of the investigation, settlement or defense of any **claim** made or suit brought or proceedings instituted against the **Insured**, but shall have the right and be given the opportunity to be associated in the defense and trial of any such **claims**, suits or proceedings relative to any **occurrence** which, in our opinion, may create liability for us under the terms of this policy.

III. LIMITS OF LIABILITY

A. Aggregate

This policy is subject to an aggregate limit of liability as stated in the Declarations. This aggregate limit of liability is the maximum amount which will be paid under this policy for the total of all **claims** first made during the policy period applying separately to:

1. the **products hazard** and **completed operations hazard** combined;
2. all other coverages combined, except automobile liability which is not subject to any aggregate limit.

B. Retained Amounts

1. Coverage is limited to apply only in excess of the amounts as stated in Item 7 of the Declarations, Schedule of Retained Amounts (herein referred to as Retained Amounts), and only for those coverages for which an amount is shown.
2. These Retained Amounts apply whether or not the **Insured** maintains applicable underlying insurance.
3. These Retained Amounts shall only comprise the payment of actual damages. The Named Insured shall bear all legal costs and expenses incurred until such time as the Retained Amounts are exhausted by the payment of actual damages.
4. In the event of the reduction or exhaustion of the aggregate limits of the Retained Amounts by payments of **claims** that would be insured by our policy, we will, subject to the terms and conditions of this policy and the Limit of Liability stated in the Declarations:
 - a. in the event of reduction, pay excess of the reduced underlying insurance, or
 - b. in the event of exhaustion, continue in force as underlying insurance, subject to the **Insured's** retention of an amount equal to that stated in the Declarations as Self Insured Retention. The Self Insured Retention applies separately to each and every **occurrence**.
5. These Retained Amounts will only be reduced or exhausted by payments of **claims** that would be insured by this policy.

C. **Occurrence Limit**

Subject to the above provision respecting aggregates, the Limit of Liability stated in the Declarations as per **occurrence** is the total limit of our liability for **ultimate net loss** including damages for care, loss of services or loss of consortium because of **personal injury, property damage and advertising injury** combined, sustained by one (1) or more persons or organizations as a result of any one (1) **occurrence**.

D. **Limit Exhaustion**

This policy shall cease to apply after the applicable aggregate limits of liability have been exhausted by payment of defense costs and/or judgments and/or settlements.

EXCLUSIONS

This policy does not apply:

1. to any obligation for which the **Insured** or any carrier as his insurer may be held liable under any Workers' Compensation, Occupational Disease, Unemployment Compensation, or Disability Benefits Law, or under any similar law; or to Employers' Liability as respects any occupational disease;
2. to **bodily injury** to an employee of any **Insured** arising out of and in the course of the employment by any **Insured**, or to any **claims** of the spouse, child, parent, legal guardian, brother or sister of that employee as a consequence of said **bodily injury**;

This exclusion also applies:

- a. whether any **Insured** may be liable as an employer or in any other capacity; and
- b. to any obligation to share damages with or repay someone else who must pay damages because of the injury;
3. to any obligation incurred or imposed upon the **Insured** (or which are imputed to the **Insured**) under the Employee Retirement Income Security Act of 1974, Public Law 93-406 and any law amendatory thereof;
4. to any obligation for which the **Insured** may be liable under no fault or uninsured motorists or underinsured motorists law;
5. to any liability for **property damage** to:
 - a. real property occupied by or leased by the **Insured**;
 - b. real or personal property used by the **Insured**;
 - c. personal property in the **Insured's** care, custody or control or as to which the **Insured** is for any purpose exercising control;
6. to the loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - a. a delay in or lack of performance of any contract or agreement by the **Insured** or on the **Insured's** behalf, or
 - b. the failure of the **Insured's products** or work performed by the **Insured** or on the **Insured's** behalf to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Insured's products** or work performed by the **Insured** or on the **Insured's** behalf after such **products** or work have been put to use by any person or organization other than the **Insured**;
7. to **property damage** to:
 - a. the **Insured's products** arising out of such **products** or any part of such **products**;

- b. work performed by the **Insured** or on the **Insured's** behalf arising out of such work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
 - c. property owned by the **Insured**;
 - d. aircraft or watercraft rented to the **Insured**, used by the **Insured**, entrusted to, or in the **Insured's** care, custody or control;
8. to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the **Insured's products** or work completed by the **Insured** or of any property to which such **products** or work form a part, if such **products**, work or property are withdrawn from the market or from use by anyone because of any known or suspected defect or deficiency therein;
9. to liability of any employee with respect to **personal injury** to another employee of the same employer injured in the course of such employment, unless insurance therefor is provided by a policy listed in the Schedule of Retained Amounts, and then not for broader coverage than is afforded to such employee by that policy;
10. to **personal injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading, unloading or entrustment of:
- a. any watercraft;
 - b. any aircraft owned by the **Insured** or rented to the **Insured** without a crew;
11. to **personal injury** or **advertising injury**:
- a. arising out of the oral or written publication of material, if done by the **Insured**, or at the **Insured's** direction with knowledge of its falsity;
 - b. arising out of the willful violation of a penal statute or ordinance committed by the **Insured** or with the **Insured's** consent;
12. to **advertising injury** arising out of:
- a. failure of performance of any contract or breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - b. an offense committed by the **Insured** if the **Insured's** business is advertising, broadcasting, publishing or telecasting;
 - c. infringement of trade name, registered trade mark or service mark, other than titles or slogans, by use on or in connection with goods or services sold, offered for sale or advertised;
 - d. incorrect description of any article or commodity;
 - e. mistake in advertised prices;
13. to **personal injury** or **property damage**:
- a. with respect to which an **Insured** is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or resulting from the hazardous properties of nuclear material and with respect to which (i) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
 - b. under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

- 1) the nuclear material (a) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf, or (b) has been discharged or dispersed therefrom;
 - 2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or
 - 3) the injury, sickness, disease, death, or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat;
- c. as used in this exclusion:
- 1) hazardous properties includes radioactive, toxic or explosive properties;
 - 2) nuclear material means source material, special nuclear material or by-product material;
 - 3) source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - 4) spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - 5) waste means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below:
 - 6) nuclear facility means:
 - a) any nuclear reactor,
 - b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging wastes,
 - c) any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium, or uranium 233 or any combination thereof, or more than two hundred fifty (250) grams of uranium 235,
 - d) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - 7) nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - 8) with respect to injury to or destruction of property, the word injury or destruction includes all forms of radioactive contamination of property;
14. to **personal injury or property damage** (including the loss of use thereof) caused by, contributed to or arising out of the actual or threatened discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, pollutants or contaminants into or upon the land, the atmosphere or any course or body of water, whether above or below ground. It is understood and agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this policy any **claim**, action, judgment, liability, settlement, defense or expenses (including any loss, cost, or expense arising out of any governmental direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants) in any way arising out of such actual or threatened discharge, dispersal, release or escape, whether such results from the **Insured's** activities or the activities of others, and whether or

not such is sudden or gradual, and whether or not such is accidental, intended, foreseeable, expected, fortuitous or inevitable, and whenever such occurs;

15. to any liability the **Insured** may have, directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military terrorism, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
16. to any liability resulting from **personal injury** or **property damage** which is expected or intended by the **Insured**, except that this exclusion does not apply to **personal injury** resulting from the use of reasonable force to protect persons or property;
17. to any liability for **property damage**, **personal injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust, or

to any obligation of the **Insured** to indemnify any party because of damages arising out of such **property damage**, **personal injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust, or

to any obligation to defend any suit or **claim** against the **Insured** alleging **personal injury** or **property damage** and seeking damages, if such suit or **claim** arises from **personal injury** resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
18. to discrimination or humiliation;
19. to any **claim** in respect of which the **Insured** either has given written notice to the insurers of any other insurance before the policy period as stated in Item 2 of the Declarations, or gives written notice of potential **claims** which notice is treated as received by any insurers before the policy period as stated in Item 2 of the Declarations.

DEFINITIONS

When used in this policy (including endorsements forming a part thereof):

1. **Advertising injury** means injury arising out of one or more of the following offenses:
 - a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. oral or written publication of material that violates a person's right of privacy;
 - c. misappropriation of advertising ideas or style of doing business; or
 - d. infringement of copyright, title or slogan.
2. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.
3. **Claim** means a written demand upon the **Insured** for compensatory damages or services and shall include the service of suit or institution of arbitration proceedings against the **Insured**. **Claim** does not include reports of accidents, acts, errors, **occurrences**, offenses or omissions which may give rise to a **claim** under this policy.
4. **Completed operations hazard** includes **personal injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **personal injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Insured**. Operations includes materials, parts or equipment furnished therewith.

Operations shall be deemed completed at the earliest of the following times:

- a. when all operations to be performed by or on the **Insured's** behalf under the contract have been completed;
- b. when all operations to be performed by or on behalf of the **Insured** at the site of operations have been completed;
- c. when that portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service or maintenance work, or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **personal injury** or **property damage** arising out of:

- (i) operations in connection with the transportation of property, unless the **personal injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

5. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. vehicles maintained for use solely on or next to premises you own or rent;
- c. vehicles that travel on crawler treads;
- d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) power cranes, shovels, loaders, diggers or drills, or
 - 2) road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. vehicles not described in a. b. c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment, or
 - 2) cherry pickers and similar devices used to raise or lower workers;
- f. vehicles not described in a. b. c. or d. above maintained primarily for purposes other than the transportation of person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- 1) equipment designed primarily for:
 - a) snow removal;
 - b) road maintenance, but not construction or resurfacing;
 - c) street cleaning;
- 2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

6. **Occurrence**

- a. With respect to **personal injury** and **property damage**, the term **occurrence** means an event, including continuous or repeated exposures to conditions, which result in **personal injury** and/or **property damage** neither expected nor intended from the standpoint of the **Insured**. All such exposure to substantially the same general conditions shall be deemed one (1) **occurrence**.
- b. With respect to **advertising injury**, all damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants shall be deemed to arise out of one (1) **occurrence**.

7. **Personal injury** means:

- a. **bodily injury**, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting therefrom;
- b. false arrest, false imprisonment, wrongful detention or malicious prosecution;
- c. wrongful entry into, or eviction of any person from a room, dwelling or premises that the person occupies;
- d. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral or written publication of material that violates a person's right of privacy;

except b. c. d. e. do not apply to advertising, publishing, broadcasting or telecasting done by or for the **Insured**.

8. **Persons insured** means each of the following to the extent set forth below:

- a. The Named Insured as shown in the Declarations. The Named Insured shall also include:
 - 1) such subsidiary or owned or controlled companies of the Named Insured as are in existence at the inception date of this policy;
 - 2) any subsidiary or owned or controlled company of the Named Insured created or acquired subsequent to the inception date of this policy, but coverage hereunder will not apply:
 - a) to **personal injury**, **property damage** and/or **advertising injury** which is as a result of exposure to the same general harmful conditions, happening prior to the date of such creation or acquisition;
 - b) for a period greater than thirty (30) days from the date of such creation or acquisition. However, if the Named Insured shall give us notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty (30) days and the Named Insured shall:
 - (i) pay any additional premium, and
 - (ii) accept such termsas may be required by us, then this policy shall continue to apply to such subsidiary or owned or controlled company.
- b. If the Named Insured set forth in the Declarations is a partnership or joint venture, any partner or member thereof, but only with respect to the liability incurred in the operation of that partnership or joint venture; however, this policy does not apply to any **autos** owned by or registered in the name of any partner.
- c. If the Named Insured set forth in the Declarations is an individual, their spouse, if a resident of the same household; but this policy will only apply to the conduct of a business or business properties of which the Named Insured is sole proprietor.
- d. Any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations conducted by the Named Insured or on the Named Insured's behalf or to the facilities of or used by

the Named Insured. The insurance extended by this definition shall in no event be broader in scope or limits than the obligation imposed upon the Named Insured by the written contract.

- e. Except with respect to the ownership, maintenance or use, including loading, unloading or entrustment of any **auto**, aircraft or watercraft, any of the **Insured's** partners, executive officers, directors, stockholders or employees, while acting within the scope of their duties.
- f. Any organization or proprietor while acting as the **Insured's** real estate manager.
- g. Any persons while using any **auto** owned by the **Insured** or any **auto** loaned to the **Insured** or hired for use on the **Insured's** behalf, and any person legally responsible for the use thereof, provided that actual use thereof is with the **Insured's** permission, and any of the **Insured's** executive officers, directors or stockholders with respect to the use of an **auto** or watercraft not owned by the **Insured** but used in the **Insured's** business. The insurance with respect to any person or organization other than the **Insured** does not apply under this division:
 - 1) to any person or organization, or to any agent or employee thereof, operating an **auto** sales agency, repair shop, service station, storage garage or public parking place, with respect to any **occurrence** arising out of the operation thereof;
 - 2) with respect to any **auto** hired by or loaned to the **Insured**, to the owner or lessee thereof other than the **Insured**, or to any agent or employee of such owner or lessee.
- 9. **Products** means goods or **products** manufactured, sold, handled or distributed by the **Insured** or by others trading under the **Insured's** name, including any container thereof (other than a vehicle), but **products** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.
- 10. **Products hazard** includes **personal injury** and **property damage** arising out of the **Insured's products** or reliance upon a representation or warranty with respect thereto, but only if the **personal injury** or **property damage** occurs away from premises owned by or rented to the **Insured** and after physical possession has been relinquished to others.
- 11. **Property damage** shall mean: (a) physical injury to or destruction of tangible property, including loss of use thereof at any time resulting therefrom; or (b) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by a covered **occurrence**.
- 12. **Ultimate net loss** means the total sum which the **Insured**, or any company as its insurer, or both, become legally obligated to pay by reason of **personal injury**, **property damage** or **advertising injury claims** covered by this policy, either through adjudication or compromise (with our written consent), and shall also include hospital, medical and funeral charges and all sums paid or payable as salaries, wages, compensation, fees, charges, interest, or expense for doctors, nurses, and investigators and other persons, and for settlement, adjustment, investigation and defense of **claims** but excluding the **Insured's** salaries or the salaries of any of the underlying insurer's permanent employees.

CONDITIONS

- 1. Premium - If the premium for this policy is a flat premium, it is not subject to adjustment, except that additional premiums may be required for any additional **Insureds** as outlined in Definition 8, **Persons Insured**, or as provided in Condition 11, Cancellation.

If the policy is subject to audit adjustment, the premium will be based upon the rating bases as set forth in the Declarations. Upon expiration of this policy or its termination during the policy period or at the end of each policy year, the earned premium shall be computed as follows : a) if the earned premium is more than the advance premium paid, the first Named Insured will promptly pay the excess to us; b) if less, we will return to the first Named Insured the unearned portion, subject to the Annual Minimum Premium stated in the Declarations, which in no case shall be less than the Minimum Earned Premium at inception as stated in the Declarations.

- 2. Prior Insurance and Non-Cumulation of Liability - It is agreed that if any loss is also covered in whole or in part under any other excess policy issued to any **Insured** prior to the inception date hereof, our Limit of Liability as

stated in the Declarations shall be reduced by any amounts due any **Insured** on account of any such prior insurance.

3. Severability of Interest - In the event of **claims** being made by reason of **personal injury, property damage or advertising injury** suffered by one (1) **Insured** herein for which another **Insured** herein is or may be liable, this policy shall cover the **Insured** against whom a **claim** is made or may be made in the same manner as if separate policies had been issued to each **Insured** herein. Nothing contained herein shall operate to increase our limit of liability as set forth in the limits of liability section.
4. Inspection - We are permitted but not obligated to inspect the **Insured's** property and operations at any time.
Neither our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on the **Insured's** behalf or for the **Insured's** benefit or others to determine or warrant that such property or operations are safe or healthful or that they comply with laws, regulations, codes or standards.
5. Audit - We may examine and audit the **Insured's** books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this policy as far as they relate to the subject matter of this insurance.
6. Appeals - In the event the first Named Insured or the first Named Insured's underlying insurer (if applicable) elect(s) not to appeal a judgment in excess of the underlying limits, we may elect to make such appeal at our own cost and expense, and we shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall our liability for the **ultimate net loss** exceed the sum set forth in the Declarations for any one (1) **occurrence**, including the cost and expense of such appeal.
7. Other Insurance - If other valid and collectible insurance with any other insurer is available to the **Insured** covering a loss also covered hereunder, this insurance shall be excess of, and shall not contribute with such other insurance. Excess insurance over the limits of liability expressed in this policy is permitted without prejudice to this insurance, and the existence of such insurance shall not reduce any liability under this policy.
8. Application of Salvages - Subrogation - All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement, and all necessary adjustments shall then be made between the **Insured** and us, provided always that nothing in this clause shall be construed or mean that losses under this insurance are not recoverable until the **Insured's ultimate net loss** has been finally ascertained. Inasmuch as this policy is excess coverage, the **Insured's** right of recovery against any person or other entity cannot always be exclusively subrogated to us. It is therefore understood and agreed that in case of any payment hereunder, we shall act in concert with all other interests (including the **Insured's**) concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the **Insured's**) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them. We shall then be reimbursed out of any balance then remaining, up to the amount paid hereunder. Lastly, the interests (including the **Insured's**) of whom this coverage is excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the interests (including the **Insured's**) concerned in the ratio of their respective recoveries as finally settled.
9. Changes - Notice to or knowledge possessed by any person shall not affect a waiver or change in any part of this policy or stop us from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of our company.
10. Assignment - Assignment of interest under this policy shall not bind us until our consent is endorsed hereon; if, however, the first Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the first Named Insured's legal representative as **Insureds**; provided that notice of cancellation addressed to the first Named Insured in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
11. Cancellation - This policy may be cancelled by the first Named Insured by surrender thereof to us or any of our authorized agents, or by mailing to us or any of our authorized agents, written notice stating when thereafter such cancellation shall be effective. The policy may be cancelled by us by mailing to the first Named Insured at the

address shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter (ten (10) days with respect to cancellation for non-payment of premium), such cancellation shall be effective.

Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first Named Insured or by us shall be equivalent to mailing.

If we cancel, earned premium shall be computed pro rata. If the first Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table procedure. In the event of such cancellation, the earned premium shall in no case be less than the Minimum Earned Premium at inception as stated in the Declarations.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due the first Named Insured.

If this policy insures more than one (1) Named Insured, cancellation may be effected by the first Named Insured for the account of all **Insureds**. Notice of cancellation by us to such first Named Insured shall be notice to all **Insureds**. Payment of any unearned premium to such first Named Insured shall be for the account of all interests in such payment.

12. Bankruptcy and Insolvency - In the event of the Named Insured's bankruptcy or insolvency or any entity comprising the Named Insured, we shall not be relieved thereby of the payment of any **claims** hereunder because of such bankruptcy or insolvency. However, the inability of the Named Insured to pay any amount of self insurance in any Retained Amount, or the inability of any insurer to pay any Retained Amount will in no way increase or expand our liability under this policy.
13. First Named Insured - The first Named Insured in Item 1 of the Declarations shall be responsible for payment of all premiums, and shall act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any return premium that may become payable under this policy.
14. Legal Actions Against Us - No person or organization has a right under this policy:
 - a. to join us as a party or otherwise bring us into a suit asking for damages from an **Insured**; or
 - b. to sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by us, the first Named Insured and the claimant or the claimant's legal representative.

15. Arbitration - Should an irreconcilable difference of opinion arise as to the interpretation of this policy, it is hereby mutually agreed that, as a condition precedent to any right of action hereunder, such difference shall be submitted to arbitration. If either of the parties fails to appoint an arbitrator within one (1) month after being required by the other party in writing to do so, or if the arbitrators fail to appoint an umpire within one (1) month of a request in writing by either of them to do so, such arbitrator or umpire, as the case may be, shall at the request of either party be appointed by a Justice of the Supreme Court of the State of New York.

The arbitration proceedings shall take place in New York, New York, unless some other location is mutually agreed upon by the two (2) parties in interest. The applicant shall submit its case within one (1) month after the appointment of the court of arbitration, and the respondent shall submit his reply within one (1) month after the receipt of the **claim**. The arbitrators and umpire are relieved from all judicial formality and may abstain from following the strict rules of law. They shall settle any dispute under this agreement according to an equitable rather than a strictly legal interpretation of its terms and their decision shall be final and not subject to appeal.

Each party shall bear the expense of its arbitrator and shall jointly and equally share with the other the expenses of the umpire and of the arbitration.

16. Extended Reporting Period

- a. We will provide an Extended Reporting Period if the policy is either cancelled or not renewed by the Insured or by us for any reason except non-payment of premium. Non-renewal by us shall mean the refusal by us to renew the policy on any terms. Non-renewal by us shall not mean change in premium, deductible, or underlying required limits, or any other terms and conditions.
- b. A **claim** first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the **claim** is for damages because of **personal injury** or **property damage** or **advertising injury** that occurred before the end of the policy period but not before any applicable Retroactive Date.
- c. The Extended Reporting Period will not reinstate the aggregate limit nor otherwise increase the limits of liability or extend the policy period.
- d. The Extended Reporting Period will be as set forth below:
 - i. If no other insurance purchased by the first Named Insured to replace this policy applies to the **claim** or would apply but for the exhaustion of its applicable limits of liability, an Extended Reporting Period of sixty (60) days from the end of the policy period will apply. This Extended Reporting Period may not be cancelled and requires no additional premium.
 - ii. If the first Named Insured makes a written request for and pays the additional premium for an Extended Reporting Period within 30 days after the expiration of the policy period, we will issue an Extended Reporting Period Endorsement for a period of twelve (12) months from the end of the policy period.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled. The Extended Reporting Period Endorsement will also amend the Other Insurance condition so that the insurance provided will be excess over any valid and collectible insurance available to an **Insured** whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect.
- e. The premium for the Extended Reporting Period Endorsement will not exceed the percentage of the total annual premium for this policy as stated in Item 5 of the Declarations. The premium for the Extended Reporting Period Endorsement will be fully earned when the endorsement takes effect.

17. Service of Suit

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 200 State Street, Boston, Massachusetts, 02109 or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized representatives.

Elizabeth M. Tuck

Secretary

L. H. Allen

President

IMPORTANT NOTICE TO THE INSURED

THIS IS A STAND ALONE EXCESS LIABILITY POLICY.

THE TERMS AND CONDITIONS OF THIS POLICY ARE NOT NECESSARILY CONSISTENT WITH THE TERMS AND CONDITIONS OF ANY POLICY WHICH MAY INSURE THE RETAINED AMOUNT OR THE TERMS AND CONDITIONS OF ANY POLICY WHICH SHARES THE SAME LAYER AS THIS POLICY.

SUCH INCONSISTENCY MAY RESULT IN A GAP IN COVERAGE WHICH MAY REQUIRE THE INSURED TO BEAR FINANCIAL RESPONSIBILITY AND/OR OBLIGATION AT THE TIME OF LOSS.

READ THIS POLICY CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

MINIMUM EARNED PREMIUM

It is understood and agreed that in the event of cancellation of this policy by or at the direction of the Insured, the Company shall retain a Minimum Earned Premium of \$125,000.

It is further agreed that the provision regarding cancellation by the Insured is amended to read:

"If the Insured cancels this policy, earned premium will be computed in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium stated herein, whichever is greater".



Authorized Representative

10/30/91
LEXCME077(Ed.03/86)
LX0082

INSURED'S COPY

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

CONTRACTOR'S LIMITATION ENDORSEMENT

It is agreed that the insurance afforded by this policy shall not apply, unless such liability is covered by valid and collectible underlying insurance at the full limits of liability as described in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded under said underlying insurance:

1. To any liability for Property Damage arising out of:
 - A. blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
 - B. the collapse of or structural injury to any building or structure due to (i) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (ii) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - C. injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.
2. To any liability for "Personal Injury" or "Property Damage" assumed by the "Insured" under any contract.

It is further agreed that the insurance afforded by this policy shall not apply to any liability arising out of:

1. any project insured under a "Wrap-up" or any similar rating plan;
2. joint Venture(s);
3. any professional services performed by or on behalf of the "Insured", including the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and any supervisory, inspection or engineering services;
4. injury to or destruction of any property leased by, rented to, used by, or in the care, custody or control of the "Insured", his agents or subcontractors or to any property as to which the "Insured", his agents or subcontractors are for any purpose, exercising physical control.


Authorized Representative

10/30/91
LEXCME030(Ed.03/86)
LX0035

INSURED'S COPY

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

CARGO EXCLUSION

This policy shall not apply to loss of or damage to or destruction of merchandise, or goods while being transported in or on any vehicle operated by any Insured hereunder or while held in storage by or on behalf of the Insured before, after or in course of transit.


Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

INSURANCE COMPANY ENDORSEMENT

It is agreed that this policy does not apply to any liability for Personal Injury or Property Damage:

- 1) Arising out of any obligation assumed by the Insured as an Insurer Reinsurer under any policy or contract of insurance, reinsurance, suretyship, annuity or endowment;
- 2) Arising out of professional services, errors or omissions committed or alleged to have been committed by the Insured is legally liable in;
 - a) effecting or failure to effect insurance contracts, binders or policies;
 - b) advising or reporting in any capacity as an insurance company, consultant insurance agent or broker;
 - c) rendering of, or failure to render, safety engineering of inspection services;
 - d) the auditing of accounts or records of others;
 - e) the operations of its investment, loan or real estate departments;
 - f) failure to settle any Claim made under any contract of insurance, suretyship or reinsurance, or to liability of the Insured for the Insured for the negligent or otherwise improper defense of any claim;
 - g) to Property Damage to negotiable and non-negotiable instruments or contracts representing money or other property, real or personal, or other property in the custody of which the Insured has undertaken in any fiduciary capacity as trustee, guardian, custodian, escrow or similar capacity either gratuitously or otherwise whether legally liable therefore or not;
 - h) arising out of liability accruing to the Company directly or indirectly from any insurance or reinsurance written by or through any Pool or Association including Pools or Associations in which membership by the Company is required under any statutes or regulations;
 - i) to the Insured's liability as a fiduciary arising out of the operation of mutual funds, pension funds or other similar activities;
 - j) arising out of the Insured's liability as a member of or contributor to any insolvency or guarantee funds, or other similar organizations or associations;
 - k) to the Insured's liability as a fiduciary arising out of the operation of mutual funds, pension funds or other similar activities;
 - l) arising out of the Insured's liability as a member of or contributor to any insolvency or guarantee funds, or other similar organizations or associations.


Authorized Representative

10/30/91
LEXOCC121(Ed.03/86)
LX0348

INSURED'S COPY

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

PENNSYLVANIA AMENDATORY ENDORSEMENT

A. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS
First Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.
3. CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE
If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
 - b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
 - c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from the inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:
1. **NONRENEWAL**
If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons of nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.
 2. **INCREASE OF PREMIUM**
If we increase your renewal premium, we will mail or deliver to the First Named Insured:
 - a. Written notice of our intent to increase the premium at least 60 days before the effective date of the premium increase; and
 - b. An estimate of the increase at least 30 days before the effective date of premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the First Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.


Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

RENTEES OR LESSEES EXCLUSION

It is agreed that no insurance of any nature is afforded to the lessee or renter, its servants, agents or employees or those using the auto with or without the permission of the lessee, renter or persons alleged to be legally responsible for the use of the auto.


Authorized Representative

ENDORSEMENT # 001

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

FINANCIAL INSTITUTIONS ENDORSEMENT

It is agreed that this policy shall not apply:

1. (a) To the "Insured's" liability for "Personal Injury" or "Property Damage", direct or consequential, expenses on account of loss arising out of property, real or personal, held in care, custody or control of the Insured, or for such property as to which the "Insured" for any purpose is exercising physical control in any fiduciary capacity.
- (b) Money, currency, coin, bank notes, Federal Reserve notes, postage and revenue stamps, U.S. Saving Stamps, bullion, precious metals of all kinds and in any form and articles made therefrom, jewelry, watches, necklaces, bracelets, evidences of debts, debentures, script, certificates, receipts, gems, precious and semi-precious stones, bonds, securities, warrants, rights, transfers, coupons, drafts, bills of exchange, acceptances, notes, checks, withdrawal orders, money orders, travelers letter of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interests therein, and assignments of such policies, and instruments, and other valuable papers and documents, and all negotiable and non-negotiable instruments, or contracts similar to or in the nature of the foregoing, in which the "Insured" has an interest by reason of a predecessor's declared financial condition at the time of the "Insured's" consolidation or merger with or purchase of the principle assets of such predecessor, which are held by the "Insured" for any purpose or in any capacity and whether so held gratuitously or not and whether or not the "Insured" is liable, therefore, and chattels which are not hereinbefore enumerated and for which the "Insured" is legally liable.

1 of 2



Authorized Representative

10/30/91

LEXDOC021(Ed.12/87)
LX0404

INSURED'S COPY

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

2. a) To liability assumed by an "Insured" or any employee or agent of any "Insured" under any insurance binder or contract of insurance, suretyship or reinsurance.
- b) To liability resulting from errors or omissions in the writing or failing to write contracts of the type described in 2(a) above.
3. To loss or depreciation of or damage to cash or securities.
4. To "Claims" arising out of any negligent act, error or omission or a mistake committed or alleged to have been committed by or on behalf of the "Insured" in the conduct of any of the "Insured's" business activities.
5. To Claims arising out of, brought about by, or contributed to by any dishonest or fraudulent acts of the "Insured" or any director, officer or employee of the "Insured".

The term fiduciary shall include, but not by way of limitation:

1. Administrator, executor, trustee under will or personal trust agreement, committee for incompetents, guardian; and agent or sub-agent for any of the foregoing, custodian of securities, manager of real or personal property.
2. Interest or dividend disbursing agent, paying agent, fiscal agent, transfer agent, registrar, agent for voting trustees, warrant agent, depository, or agent for a committee of holders of stock or securities escrow agent or in any similar trust capacity, including trustee under a corporate bond indenture, a sinking fund agent or receiver or trustee appointed by any court in receivership, bankruptcy or reorganization proceedings.

2 of 2


Authorized Representative

10/30/91

LEXDOC021(Ed.12/87)
LX0404

INSURED'S COPY

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

WORKMEN'S COMPENSATION, EMPLOYERS LIABILITY EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERTOOD AND AGREED THAT COVERAGE UNDER THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE "INSURED" OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE FOR "BODILY INJURY" OR "PERSONAL INJURY" UNDER ANY WORKMEN'S COMPENSATION, OCCUPATIONAL DISEASE, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS OR SIMILAR LAW. NOR SHALL THIS POLICY AFFORD ANY COVERAGE FOR ANY OBLIGATION OF THE "INSURED" TO INDEMNIFY ANOTHER BECAUSE OF LIABILITY ARISING OUT OF SUCH "BODILY INJURY" OR "PERSONAL INJURY".

10/30/91

LEXDOC021(Ed.1287)
LX0404


Authorized Representative

ENDORSEMENT # 003

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

SCHEDULE OF RETAINED AMOUNTS

TYPE OF INSURANCE	AMOUNTS
Primary: Commercial Gen'l Liability and Automobile Liability	\$500,000 each & every occurrence (No Aggregate) excess of \$500,000 each and every occurrence
Excess Liability	\$5,000,000 each & every occurrence (No Aggregate)

All other terms and conditions remain unchanged.

10/30/91

LEXDOC021(Ed.12/87)
LX0404


Authorized Representative

INSURED'S COPY

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

NAMED INSURED AMENDATORY

In consideration of the premium charged, it is hereby understood and agreed that the Named Insured be amended to include the following:

1. Rollins Truck Leasing Corp., Matlack Systems, Inc.

Rollins Properties, Inc.
Rollins Properties Management, Inc.
Interstate Capital Corp.
Rollins Leasing Corp.
Rollins Custom Carriers, Inc.
Rollins Driver Services, Inc.
Rollins Dedicated Carriage Service, Inc.

- 1) KAP, Inc.
- 2) Paper Distribution Service, Inc.
- 3) Rollins Holding, Inc.
- 4) Driver Leasing, Inc.
- 5) Rollins Transportation Systems, Inc.

Rollins Bulk Distribution, Inc.
Rollins Brokerage Services, Inc.
Matlack, Inc.
E. Brooks Matlack Incorporated of Virginia, Inc.
Super Service, Inc.
Casol Leasing
Trans-Chem
Rollins Matlack Administrative Services, Inc.

Rollins Terminals, Inc.
Distribution Center of Bayonne, Inc.
Rollins-Bayonne, Inc.
J.W. Rollins and Associates; Jeffrie Enterprises, Inc.
Transrisk Limited
Rollins Jamaica, LTD.

Page 1 of 2


Authorized Representative

10/30/91

LEXDOC021(Ed.12/87)
LX0404

INSURED'S COPY

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

Rollins Truck Leasing Corp., Matlack Systems, Inc. and all affiliated and/or subsidiary companies and/or Joint Ventures as now exist or may be hereafter constituted.

II. Rollins Environmental Services, Inc.

- A. Rollins Environmental Services (NJ) Inc.
 - (1) Gloucester County Construction Co.
- B. Rollins Environmental Services (TX) Inc.
- C. Rollins Environmental Services (LA) Inc.
- D. Rollins Environmental Services of Louisiana, Inc.
- E. Rollins Environmental Services (FS) Inc.
- F. Custom Environmental Transport, Inc.
- G. Sussex Contractors, Inc.
- H. Environmental Control Technology Corporation
- I. Rollins Environmental Services (DE) Inc.
- J. TEK Services, Inc.

III. Rollins Environmental Services, Inc. and/or all affiliated and/or all subsidiary companies and/or Joint Ventures as now exist or may be hereafter constituted.

All other terms and conditions remain unchanged.

Page 2 of 2


Authorized Representative

10/30/91

LEXDOC021(Ed.12/87)
LX0404

INSURED'S COPY

ENDORSEMENT # 005

This endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

In consideration of the premium charged, it is hereby understood and agreed that EXCLUSIONS #14 is deleted from the policy form and replaced by the following:

POLLUTION/HAZARDOUS WASTE EXCLUSION (AUTO COVERAGE)

It is understood and agreed that the coverage as afforded by this policy does NOT apply to:

"Bodily Injury", "Personal Injury" and/or "Property Damage" (including the loss of use thereof) caused by, contributed to or arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, pollutants or contaminants into or upon the land, the atmosphere or any course or body of water, whether above or below ground.

It is understood and agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this policy any claim action, judgement, liability, settlement, defense or expenses in any way arising out of such discharge, dispersal, release or escape whether such results from the "Insured's" activities or the activities of others and whether or not such is sudden or gradual and whether or not such is accidental, intended, foreseeable, expected, fortuitous or inevitable, and wherever such occurs.

PROVIDED HOWEVER, that this exclusion does not apply to "Bodily Injury", "Personal Injury", or "Property Damage" caused by upset or collision of a motor vehicle.


Authorized Representative

10/30/91

LEXDOC021(Ed.12/87)
LX0404

INSURED'S COPY

ENDORSEMENT # 006

sement, effective 12:01 AM 10/01/91
Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP.

By: LEXINGTON INSURANCE COMPANY

In consideration of the premium charged, it is hereby understood and agreed that Endorsement #4, Named Insured Amendatory, is deleted and replaced by the following:

Named Insured Amendatory
It is hereby understood and agreed that the Named Insured be amended to include the following:

A. ROLLINS TRUCK LEASING CORP.
Transrisk Limited
Rollins Properties, Inc.

Rollins Properties Management, Inc.

Rollins-Matlack Administrative Services, Inc.
Rollins Leasing Corp.

Rollins Driver Services, Inc.
Coble Equipment Leasing Company, Inc.
Rollins Custom Carriers, Inc.
Rollins Dedicated Carriage Services, Inc.

Rollins Transportation Systems, Inc.
B. MATLACK SYSTEMS, INC.

Matlack, Inc.
Matlack International, Inc.
Super Service, Inc.

E. Brooke Matlack Inc. of Virginia, Inc.
Bayonne Terminals, Inc.

Distribution Center of Bayonne, Inc.
Rollins-Bayonne, Inc.

Page 1 of 2

5/92

C021 (Ed. 12/87)

Richard Buell
Authorized Representative

LEXINGTON INSURANCE COMPANY
(A Delaware Corporation)
(A Stock Insurance Company)
Administrative Offices: 200 State Street, Boston, Massachusetts 02109
Stand Alone/Retained Amount Policy
Declarations

THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY

Policy Number: 8654489

Renewal Of: 8652779

ITEM 1. Named Insured: ROLLINS TRUCK LEASING CORP., ET AL

Address: BALTIMORE PIKE AND DIXON DRIVE

CHADDS FORD

PA 19317

This insurance contract is issued by an insurer
licensed to do business under the jurisdiction
of the Commonwealth of Pennsylvania Department and
is subject to the provisions of the Pennsylvania Surplus
License Law.

Placed by Eastern Risk Specialists, Inc.
2005 Market Street, Suite 3125
Philadelphia, Pa. 19103

ITEM 2. Policy Period:

From: 10/01/92 To: 10/01/93

at 12:01 A.M. Standard Time at the address of the named Insured shown above.

ITEM 3. Limit of Insurance:

- a) Per Occurrence \$10,000,000
- b) Self Insured Retention
- c) Aggregate Limits - Separately as respects:
 - (i) Products Hazard and Completed Operations \$10,000,000
Hazard Combined
 - (ii) All Other Coverages Combined \$10,000,000
(Except Automobile Liability, which is not subject to any aggregate limit.)

ITEM 4. Retroactive Date: 08/30/86

ITEM 5. Extended Reporting Period: 12 months at 150 % of the total annual premium.

ITEM 6. Premium:

<u>Estimated Exposure</u>	<u>Rating Base</u>	<u>Rate</u>	<u>Audit Period</u>
FLAT	FLAT	FLAT	NOT AUDITABLE
<u>Advance Premium</u>	<u>Annual Minimum Premium</u>	<u>Minimum Earned Premium</u>	<u>At Inception</u>
\$490,000	\$490,000		\$122,500

ITEM 7. Schedule of Retained Amounts:

<u>Type Of Insurance</u>	<u>Amount</u>
SEE ENDORSEMENT #3	\$6,000,000

ITEM 8. Endorsements Attached: See attached Forms Schedule.

COUNTERSIGNED ON: 10/02/92

At Boston, Massachusetts 02109

Richard Bucella
AUTHORIZED REPRESENTATIVE

This insurance contract is issued
by an insurer neither licensed
by nor under the jurisdiction
of the Pennsylvania Department
of Insurance and is not in
compliance with the provisions
of the Pennsylvania Insurance
Law. Placed by Eastern Risk
Specialists, Inc., P.O. Box 545,
Jefferson, Pennsylvania 19046.

473057

FORMS SCHEDULE

Named Insured: ROLLINS TRUCK LEASING CORP., ET AL

Policy No: 8654489

Effective Date: 10/01/92

Form Number	Edition Date	Title
LEXCMSTAD	06/89	STAND ALONE/RETN D MT DEC 2
LEXCMSTA2T	12/90	CM-STAND ALONE/RETN'D AMT FORM
LEXDOC025	12/87	SA EXCESS IMPORTANT NOTICE
ENDT#1		FINANCIAL INSTITUTIONS EXCL
ENDT#2		WORKMEN'S COMP, EL EXCLUSION
ENDT#3		SCHEDULE OF RETAINED AMOUNTS
ENDT#4		NAME INSURED ENDORSEMENT
ENDT#5		NAMED PERIL POLLUTION END
ENDT#6		RENTEES OR LESSEES EXCL
LEXOCC019	03/86	CARGO EXCLUSION
LEXOCC121	03/86	INSURANCE COMPANY END'T
LEXOCC217	04/90	PENNSYLVANIA AMENDATORY END'T
LEXOCC262	06/91	SECURITY & FINAN. INTEREST END
LEXOCC271	03/92	EMPLOY-RELATED PRACTICES EXCL
LEXCME077	03/86	MINIMUM EARNED PREMIUM
LEXCME030	03/86	CONTRACTORS LIMITATION END'T

LEXINGTON INSURANCE COMPANY
CLAIMS MADE STAND ALONE/RETAINED AMOUNT FORM

This is a Claims Made Form. Read your policy CAREFULLY.

Certain provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties and what is and is not covered.

The words we, us and our refer to the Lexington Insurance Company. The word **Insured** means any person or organization qualifying as such under the section entitled, DEFINITIONS - **PERSONS INSURED**.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, we agree with the first Named Insured named in the Declarations as follows:

INSURING AGREEMENTS

I. COVERAGE

- A. We will pay on behalf of the **Insured** that portion of the **ultimate net loss** in excess of the Retained Amounts as determined in Section III B of this policy, which the **Insured** shall become legally obligated to pay as compensatory damages (excluding all fines, penalties, punitive or exemplary damages) because of **personal injury, property damage or advertising injury**, caused by an **occurrence** to which this insurance applies, due to:
1. liability imposed upon the **Insured** by law, or
 2. liability for wrongful acts of others assumed by the **Insured** under any written contract entered into prior to the time of **occurrence**.
- B. Except with respect to **claims** made under automobile liability this insurance applies to **personal injury, property damage or advertising injury** only if a **claim** for such damages:
1. is first made in writing against the **Insured** during the policy period, and written notice of such **claim** is received by the **Insured**, the underlying insurer or us, whichever comes first; AND
 2. the **personal injury, property damage or advertising injury** occurs on or after the Retroactive Date shown in the Declarations and prior to the expiration date of the policy period; AND
 3. the **claim** arises out of an **occurrence** within those coverages for which an amount is shown in Item 7 of the Declarations, Schedule of Retained Amounts.
- C. All **claims** for damages because of **personal injury and advertising injury** to the same person, including damages claimed by any person or organization for care, loss of consortium, loss of service or death resulting at any time, will be deemed to have been made at the time the first of those **claims** is made against the **Insured**.
- D. All **claims** for damages because of **property damage** causing loss to the same person or organization as a result of an **occurrence** will be deemed to have been made at the time the first of those **claims** is made against the **Insured**.
- E. Notice of **occurrence, claim** or suit:
1. notice of **occurrence** - the first Named Insured shall immediately notify us in writing of any **occurrence** which may reasonably be expected to result in a **claim** against this policy. The first Named Insured will notify us on the assumption that an **Insured** is liable and that an **Insured** is liable for any amount claimed. Notice shall include:
 - a. how, when and where the **occurrence** took place; and
 - b. the names and addresses of any injured persons and any witnesses.

Notice of an **occurrence** is not a notice of **claim**.

2. Notice of **claim** or suit:

- a. It is a condition of this insurance that in order for coverage to apply, the first Named Insured must give us immediate written notice of any **claim** or suit which is reasonably likely to involve this policy. In determining whether any such **claim** is likely to involve this policy, the first Named Insured shall assume that the **Insured** is liable and liable for the full amount claimed.

Further, it is also a condition of this policy that, in order for coverage to apply, the first Named Insured shall give immediate written notice to us of any **claim** or suit to which this policy applies, including any **claim** first made during the Extended Reporting Period, regardless of the amount thereof, which is still pending on the thirty-sixth (36th) month from the expiration date of this policy.

- b. The first Named Insured shall immediately notify us in writing of any **claim**, alone or in combination with any other **claims**, to which this policy applies which may exceed 25% of the applicable amount set forth in the Schedule of Retained Amounts. The first Named Insured will notify us on the assumption that an **Insured** is liable and that an **Insured** is liable for any amount(s) claimed.

- c. As respects a. and b. above, the first named Insured and any other involved **Insured** must:

- i. immediately send us copies of any demands, notices, summonses or other legal papers received in connection with the **claim** or suit;
- ii. authorize us to obtain records and other information;
- iii. cooperate with us in the investigation, settlement or defense of the **claim** or suit; and
- iv. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury to which this insurance may also apply.

- d. No **Insureds** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

3. Notice of Potential **Claim** - If we receive written notification from the **Insured** during the policy period of an **occurrence** which is likely to involve this policy, and if that **occurrence** results in a **claim** that is reported to us within thirty-six (36) months from the date we were notified of the **occurrence**, then this policy will respond as if the **claim** had been made on the last day of the policy period.

Notice of an **occurrence** is not a notice of **claim**.

The **occurrence** must occur after the Retroactive Date but before the expiration date of this policy.

Notice of a potential **claim** shall include:

- a. how, when and where the **occurrence** took place, and
- b. the names and addresses of any injured persons and any witnesses.

II. DEFENSE

- A. After any aggregate limits in the Retained amounts are exhausted through payment of actual damages:

1. we will defend any subsequent suit(s) against the **Insured** alleging liability insured under the provisions of this policy and seeking recovery for damages on account thereof, even if such suit is groundless, false or fraudulent, but we will have the right to make such investigation and negotiation and settlement of any **claim(s)** or suit(s) as may be deemed expedient by us.
2. We will pay: (a) all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy ; (b) all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds; (c) all costs taxed against the **Insured** in any such suits; (d) all expenses incurred by us; and (e) all interest accruing after entry of

judgment until we have paid, tendered or deposited in court that part of any judgment as does not exceed the limit of our liability thereon.

3. We will reimburse the **Insured** for all reasonable expenses incurred at our request, (including actual loss of wages or salary, but not loss of other income, not to exceed one hundred (100) dollars per day) because of the **Insured's** attendance at hearings or trials at such request.
4. We will pay all pre-judgment interest awarded against the **Insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

B. We will pay the amounts incurred under IIA above, but any such payments shall:

1. serve to reduce the Limits of Liability of this policy as stated in the Declarations, and
2. be subject to the **Insured's** retention of an amount equal to that stated in the Declarations as Self Insured Retention. The Self Insured Retention applies separately to each and every **occurrence**.

C. In all other instances except IIA above:

we shall not be called upon to assume charge of the investigation, settlement or defense of any **claim** made or suit brought or proceedings instituted against the **Insured**, but shall have the right and be given the opportunity to be associated in the defense and trial of any such **claims**, suits or proceedings relative to any **occurrence** which, in our opinion, may create liability for us under the terms of this policy.

III. LIMITS OF LIABILITY

A. Aggregate

This policy is subject to an aggregate limit of liability as stated in the Declarations. This aggregate limit of liability is the maximum amount which will be paid under this policy for the total of all **claims** first made during the policy period applying separately to:

1. the **products hazard and completed operations hazard** combined;
2. all other coverages combined, except automobile liability which is not subject to any aggregate limit.

B. Retained Amounts

1. Coverage is limited to apply only in excess of the amounts as stated in Item 7 of the Declarations, Schedule of Retained Amounts (herein referred to as Retained Amounts), and only for those coverages for which an amount is shown.
2. These Retained Amounts apply whether or not the **Insured** maintains applicable underlying insurance.
3. These Retained Amounts shall only comprise the payment of actual damages. The Named Insured shall bear all legal costs and expenses incurred until such time as the Retained Amounts are exhausted by the payment of actual damages.
4. In the event of the reduction or exhaustion of the aggregate limits of the Retained Amounts by payments of **claims** that would be insured by our policy, we will, subject to the terms and conditions of this policy and the Limit of Liability stated in the Declarations:
 - a. in the event of reduction, pay excess of the reduced underlying insurance, or
 - b. in the event of exhaustion, continue in force as underlying insurance, subject to the **Insured's** retention of an amount equal to that stated in the Declarations as Self Insured Retention. The Self Insured Retention applies separately to each and every **occurrence**.
5. These Retained Amounts will only be reduced or exhausted by payments of **claims** that would be insured by this policy.

C. **Occurrence Limit**

Subject to the above provision respecting aggregates, the Limit of Liability stated in the Declarations as per **occurrence** is the total limit of our liability for **ultimate net loss** including damages for care, loss of services or loss of consortium because of **personal injury, property damage and advertising injury** combined, sustained by one (1) or more persons or organizations as a result of any one (1) **occurrence**.

D. **Limit Exhaustion**

This policy shall cease to apply after the applicable aggregate limits of liability have been exhausted by payment of defense costs and/or judgments and/or settlements.

EXCLUSIONS

This policy does not apply:

1. to any obligation for which the **Insured** or any carrier as his insurer may be held liable under any Workers' Compensation, Occupational Disease, Unemployment Compensation, or Disability Benefits Law, or under any similar law; or to Employers' Liability as respects any occupational disease;
2. to **bodily injury** to an employee of any **Insured** arising out of and in the course of the employment by any **Insured**, or to any **claims** of the spouse, child, parent, legal guardian, brother or sister of that employee as a consequence of said **bodily injury**;

This exclusion also applies:

- a. whether any **Insured** may be liable as an employer or in any other capacity; and
- b. to any obligation to share damages with or repay someone else who must pay damages because of the injury;
3. to any obligation incurred or imposed upon the **Insured** (or which are imputed to the **Insured**) under the Employee Retirement Income Security Act of 1974, Public Law 93-406 and any law amendatory thereof;
4. to any obligation for which the **Insured** may be liable under no fault or uninsured motorists or underinsured motorists law;
5. to any liability for **property damage** to:
 - a. real property occupied by or leased by the **Insured**;
 - b. real or personal property used by the **Insured**;
 - c. personal property in the **Insured's** care, custody or control or as to which the **Insured** is for any purpose exercising control;
6. to the loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - a. a delay in or lack of performance of any contract or agreement by the **Insured** or on the **Insured's** behalf, or
 - b. the failure of the **Insured's products** or work performed by the **Insured** or on the **Insured's** behalf to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Insured's products** or work performed by the **Insured** or on the **Insured's** behalf after such **products** or work have been put to use by any person or organization other than the **Insured**;
7. to **property damage** to:
 - a. the **Insured's products** arising out of such **products** or any part of such **products**;

- b. work performed by the **Insured** or on the **Insured's** behalf arising out of such work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
 - c. property owned by the **Insured**;
 - d. aircraft or watercraft rented to the **Insured**, used by the **Insured**, entrusted to, or in the **Insured's** care, custody or control;
8. to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the **Insured's products** or work completed by the **Insured** or of any property to which such **products** or work form a part, if such **products**, work or property are withdrawn from the market or from use by anyone because of any known or suspected defect or deficiency therein;
9. to liability of any employee with respect to **personal injury** to another employee of the same employer injured in the course of such employment, unless insurance therefor is provided by a policy listed in the Schedule of Retained Amounts, and then not for broader coverage than is afforded to such employee by that policy;
10. to **personal injury or property damage** arising out of the ownership, maintenance, operation, use, loading, unloading or entrustment of:
- a. any watercraft;
 - b. any aircraft owned by the **Insured** or rented to the **Insured** without a crew;
11. to **personal injury or advertising injury**:
- a. arising out of the oral or written publication of material, if done by the **Insured**, or at the **Insured's** direction with knowledge of its falsity;
 - b. arising out of the willful violation of a penal statute or ordinance committed by the **Insured** or with the **Insured's** consent;
12. to **advertising injury** arising out of:
- a. failure of performance of any contract or breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - b. an offense committed by the **Insured** if the **Insured's** business is advertising, broadcasting, publishing or telecasting;
 - c. infringement of trade name, registered trade mark or service mark, other than titles or slogans, by use on or in connection with goods or services sold, offered for sale or advertised;
 - d. incorrect description of any article or commodity;
 - e. mistake in advertised prices;
13. to **personal injury or property damage**:
- a. with respect to which an **Insured** is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or resulting from the hazardous properties of nuclear material and with respect to which (i) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
 - b. under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

- 1) the nuclear material (a) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf, or (b) has been discharged or dispersed therefrom;
- 2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or
- 3) the injury, sickness, disease, death, or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat;

c. as used in this exclusion:

- 1) hazardous properties includes radioactive, toxic or explosive properties;
- 2) nuclear material means source material, special nuclear material or by-product material;
- 3) source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- 4) spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- 5) waste means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below:
- 6) nuclear facility means:
 - a) any nuclear reactor,
 - b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging wastes,
 - c) any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium, or uranium 233 or any combination thereof, or more than two hundred fifty (250) grams of uranium 235,
 - d) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- 7) nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- 8) with respect to injury to or destruction of property, the word injury or destruction includes all forms of radioactive contamination of property;

14. to **personal injury** or **property damage** (including the loss of use thereof) caused by, contributed to or arising out of the actual or threatened discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, pollutants or contaminants into or upon the land, the atmosphere or any course or body of water, whether above or below ground. It is understood and agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this policy any **claim**, action, judgment, liability, settlement, defense or expenses (including any loss, cost, or expense arising out of any governmental direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants) in any way arising out of such actual or threatened discharge, dispersal, release or escape, whether such results from the **Insured's** activities or the activities of others, and whether or

not such is sudden or gradual, and whether or not such is accidental, intended, foreseeable, expected, fortuitous or inevitable, and whenever such occurs;

15. to any liability the **Insured** may have, directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military terrorism, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
16. to any liability resulting from **personal injury** or **property damage** which is expected or intended by the **Insured**, except that this exclusion does not apply to **personal injury** resulting from the use of reasonable force to protect persons or property;
17. to any liability for **property damage**, **personal injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust, or

to any obligation of the **Insured** to indemnify any party because of damages arising out of such **property damage**, **personal injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust, or

to any obligation to defend any suit or **claim** against the **Insured** alleging **personal injury** or **property damage** and seeking damages, if such suit or **claim** arises from **personal injury** resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
18. to discrimination or humiliation;
19. to any **claim** in respect of which the **Insured** either has given written notice to the insurers of any other insurance before the policy period as stated in Item 2 of the Declarations, or gives written notice of potential **claims** which notice is treated as received by any insurers before the policy period as stated in Item 2 of the Declarations.

DEFINITIONS

When used in this policy (including endorsements forming a part thereof):

1. **Advertising injury** means injury arising out of one or more of the following offenses:
 - a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. oral or written publication of material that violates a person's right of privacy;
 - c. misappropriation of advertising ideas or style of doing business; or
 - d. infringement of copyright, title or slogan.
2. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.
3. **Claim** means a written demand upon the **Insured** for compensatory damages or services and shall include the service of suit or institution of arbitration proceedings against the **Insured**. **Claim** does not include reports of accidents, acts, errors, **occurrences**, offenses or omissions which may give rise to a **claim** under this policy.
4. **Completed operations hazard** includes **personal injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **personal injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Insured**. Operations includes materials, parts or equipment furnished therewith.

Operations shall be deemed completed at the earliest of the following times:

- a. when all operations to be performed by or on the **Insured's** behalf under the contract have been completed;
- b. when all operations to be performed by or on behalf of the **Insured** at the site of operations have been completed;
- c. when that portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service or maintenance work, or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **personal injury** or **property damage** arising out of:

- (i) operations in connection with the transportation of property, unless the **personal injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

5. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. vehicles maintained for use solely on or next to premises you own or rent;
- c. vehicles that travel on crawler treads;
- d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) power cranes, shovels, loaders, diggers or drills, or
 - 2) road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. vehicles not described in a. b. c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment, or
 - 2) cherry pickers and similar devices used to raise or lower workers;
- f. vehicles not described in a. b. c. or d. above maintained primarily for purposes other than the transportation of person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- 1) equipment designed primarily for:
 - a) snow removal;
 - b) road maintenance, but not construction or resurfacing;
 - c) street cleaning;
- 2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

6. **Occurrence**

- a. With respect to **personal injury** and **property damage**, the term **occurrence** means an event, including continuous or repeated exposures to conditions, which result in **personal injury** and/or **property damage** neither expected nor intended from the standpoint of the **Insured**. All such exposure to substantially the same general conditions shall be deemed one (1) **occurrence**.
- b. With respect to **advertising injury**, all damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants shall be deemed to arise out of one (1) **occurrence**.

7. **Personal injury** means:

- a. **bodily injury**, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting therefrom;
- b. false arrest, false imprisonment, wrongful detention or malicious prosecution;
- c. wrongful entry into, or eviction of any person from a room, dwelling or premises that the person occupies;
- d. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral or written publication of material that violates a person's right of privacy;

except b. c. d. e. do not apply to advertising, publishing, broadcasting or telecasting done by or for the **Insured**.

8. **Persons insured** means each of the following to the extent set forth below:

- a. The Named Insured as shown in the Declarations. The Named Insured shall also include:
 - 1) such subsidiary or owned or controlled companies of the Named Insured as are in existence at the inception date of this policy;
 - 2) any subsidiary or owned or controlled company of the Named Insured created or acquired subsequent to the inception date of this policy, but coverage hereunder will not apply:
 - a) to **personal injury**, **property damage** and/or **advertising injury** which is as a result of exposure to the same general harmful conditions, happening prior to the date of such creation or acquisition;
 - b) for a period greater than thirty (30) days from the date of such creation or acquisition. However, if the Named Insured shall give us notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty (30) days and the Named Insured shall:
 - (i) pay any additional premium, and
 - (ii) accept such terms

as may be required by us, then this policy shall continue to apply to such subsidiary or owned or controlled company.

- b. If the Named Insured set forth in the Declarations is a partnership or joint venture, any partner or member thereof, but only with respect to the liability incurred in the operation of that partnership or joint venture; however, this policy does not apply to any **autos** owned by or registered in the name of any partner.
- c. If the Named Insured set forth in the Declarations is an individual, their spouse, if a resident of the same household; but this policy will only apply to the conduct of a business or business properties of which the Named Insured is sole proprietor.
- d. Any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations conducted by the Named Insured or on the Named Insured's behalf or to the facilities of or used by

the Named Insured. The insurance extended by this definition shall in no event be broader in scope or limits than the obligation imposed upon the Named Insured by the written contract.

- e. Except with respect to the ownership, maintenance or use, including loading, unloading or entrustment of any **auto**, aircraft or watercraft, any of the **Insured's** partners, executive officers, directors, stockholders or employees, while acting within the scope of their duties.
- f. Any organization or proprietor while acting as the **Insured's** real estate manager.
- g. Any persons while using any **auto** owned by the **Insured** or any **auto** loaned to the **Insured** or hired for use on the **Insured's** behalf, and any person legally responsible for the use thereof, provided that actual use thereof is with the **Insured's** permission, and any of the **Insured's** executive officers, directors or stockholders with respect to the use of an **auto** or watercraft not owned by the **Insured** but used in the **Insured's** business. The insurance with respect to any person or organization other than the **Insured** does not apply under this division:
 - 1) to any person or organization, or to any agent or employee thereof, operating an **auto** sales agency, repair shop, service station, storage garage or public parking place, with respect to any **occurrence** arising out of the operation thereof;
 - 2) with respect to any **auto** hired by or loaned to the **Insured**, to the owner or lessee thereof other than the **Insured**, or to any agent or employee of such owner or lessee.
- 9. **Products** means goods or **products** manufactured, sold, handled or distributed by the **Insured** or by others trading under the **Insured's** name, including any container thereof (other than a vehicle), but **products** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.
- 10. **Products hazard** includes **personal injury** and **property damage** arising out of the **Insured's** **products** or reliance upon a representation or warranty with respect thereto, but only if the **personal injury** or **property damage** occurs away from premises owned by or rented to the **Insured** and after physical possession has been relinquished to others.
- 11. **Property damage** shall mean: (a) physical injury to or destruction of tangible property, including loss of use thereof at any time resulting therefrom; or (b) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by a covered **occurrence**.
- 12. **Ultimate net loss** means the total sum which the **Insured**, or any company as its insurer, or both, become legally obligated to pay by reason of **personal injury**, **property damage** or **advertising injury claims** covered by this policy, either through adjudication or compromise (with our written consent), and shall also include hospital, medical and funeral charges and all sums paid or payable as salaries, wages, compensation, fees, charges, interest, or expense for doctors, nurses, and investigators and other persons, and for settlement, adjustment, investigation and defense of **claims** but excluding the **Insured's** salaries or the salaries of any of the underlying insurer's permanent employees.

CONDITIONS

- 1. **Premium** - If the premium for this policy is a flat premium, it is not subject to adjustment, except that additional premiums may be required for any additional **Insureds** as outlined in Definition 8, **Persons Insured**, or as provided in Condition 11, Cancellation.

If the policy is subject to audit adjustment, the premium will be based upon the rating bases as set forth in the Declarations. Upon expiration of this policy or its termination during the policy period or at the end of each policy year, the earned premium shall be computed as follows : a) if the earned premium is more than the advance premium paid, the first Named Insured will promptly pay the excess to us; b) if less, we will return to the first Named Insured the unearned portion, subject to the Annual Minimum Premium stated in the Declarations, which in no case shall be less than the Minimum Earned Premium at inception as stated in the Declarations.

- 2. **Prior Insurance and Non-Cumulation of Liability** - It is agreed that if any loss is also covered in whole or in part under any other excess policy issued to any **Insured** prior to the inception date hereof, our Limit of Liability as

stated in the Declarations shall be reduced by any amounts due any **Insured** on account of any such prior insurance.

3. Severability of Interest - In the event of **claims** being made by reason of **personal injury, property damage or advertising injury** suffered by one (1) **Insured** herein for which another **Insured** herein is or may be liable, this policy shall cover the **Insured** against whom a **claim** is made or may be made in the same manner as if separate policies had been issued to each **Insured** herein. Nothing contained herein shall operate to increase our limit of liability as set forth in the limits of liability section.
4. Inspection - We are permitted but not obligated to inspect the **Insured's** property and operations at any time.
Neither our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on the **Insured's** behalf or for the **Insured's** benefit or others to determine or warrant that such property or operations are safe or healthful or that they comply with laws, regulations, codes or standards.
5. Audit - We may examine and audit the **Insured's** books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this policy as far as they relate to the subject matter of this insurance.
6. Appeals - In the event the first Named Insured or the first Named Insured's underlying insurer (if applicable) elect(s) not to appeal a judgment in excess of the underlying limits, we may elect to make such appeal at our own cost and expense, and we shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall our liability for the **ultimate net loss** exceed the sum set forth in the Declarations for any one (1) **occurrence**, including the cost and expense of such appeal.
7. Other Insurance - If other valid and collectible insurance with any other insurer is available to the **Insured** covering a loss also covered hereunder, this insurance shall be excess of, and shall not contribute with such other insurance. Excess insurance over the limits of liability expressed in this policy is permitted without prejudice to this insurance, and the existence of such insurance shall not reduce any liability under this policy.
8. Application of Salvages - Subrogation - All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement, and all necessary adjustments shall then be made between the **Insured** and us, provided always that nothing in this clause shall be construed or mean that losses under this insurance are not recoverable until the **Insured's ultimate net loss** has been finally ascertained. Inasmuch as this policy is excess coverage, the **Insured's** right of recovery against any person or other entity cannot always be exclusively subrogated to us. It is therefore understood and agreed that in case of any payment hereunder, we shall act in concert with all other interests (including the **Insured's**) concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the **Insured's**) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them. We shall then be reimbursed out of any balance then remaining, up to the amount paid hereunder. Lastly, the interests (including the **Insured's**) of whom this coverage is excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the interests (including the **Insured's**) concerned in the ratio of their respective recoveries as finally settled.
9. Changes - Notice to or knowledge possessed by any person shall not affect a waiver or change in any part of this policy or stop us from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of our company.
10. Assignment - Assignment of interest under this policy shall not bind us until our consent is endorsed hereon; if, however, the first Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the first Named Insured's legal representative as **Insureds**; provided that notice of cancellation addressed to the first Named Insured in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.
11. Cancellation - This policy may be cancelled by the first Named Insured by surrender thereof to us or any of our authorized agents, or by mailing to us or any of our authorized agents, written notice stating when thereafter such cancellation shall be effective. The policy may be cancelled by us by mailing to the first Named Insured at the

address shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter (ten (10) days with respect to cancellation for non-payment of premium), such cancellation shall be effective.

Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first Named Insured or by us shall be equivalent to mailing.

If we cancel, earned premium shall be computed pro rata. If the first Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table procedure. In the event of such cancellation, the earned premium shall in no case be less than the Minimum Earned Premium at inception as stated in the Declarations.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due the first Named Insured.

If this policy insures more than one (1) Named Insured, cancellation may be effected by the first Named Insured for the account of all **Insureds**. Notice of cancellation by us to such first Named Insured shall be notice to all **Insureds**. Payment of any unearned premium to such first Named Insured shall be for the account of all interests in such payment.

12. Bankruptcy and Insolvency - In the event of the Named Insured's bankruptcy or insolvency or any entity comprising the Named Insured, we shall not be relieved thereby of the payment of any **claims** hereunder because of such bankruptcy or insolvency. However, the inability of the Named Insured to pay any amount of self insurance in any Retained Amount, or the inability of any insurer to pay any Retained Amount will in no way increase or expand our liability under this policy.
13. First Named Insured - The first Named Insured in Item 1 of the Declarations shall be responsible for payment of all premiums, and shall act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any return premium that may become payable under this policy.
14. Legal Actions Against Us - No person or organization has a right under this policy:
 - a. to join us as a party or otherwise bring us into a suit asking for damages from an **Insured**; or
 - b. to sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by us, the first Named Insured and the claimant or the claimant's legal representative.

15. Arbitration - Should an irreconcilable difference of opinion arise as to the interpretation of this policy, it is hereby mutually agreed that, as a condition precedent to any right of action hereunder, such difference shall be submitted to arbitration. If either of the parties fails to appoint an arbitrator within one (1) month after being required by the other party in writing to do so, or if the arbitrators fail to appoint an umpire within one (1) month of a request in writing by either of them to do so, such arbitrator or umpire, as the case may be, shall at the request of either party be appointed by a Justice of the Supreme Court of the State of New York.

The arbitration proceedings shall take place in New York, New York, unless some other location is mutually agreed upon by the two (2) parties in interest. The applicant shall submit its case within one (1) month after the appointment of the court of arbitration, and the respondent shall submit his reply within one (1) month after the receipt of the claim. The arbitrators and umpire are relieved from all judicial formality and may abstain from following the strict rules of law. They shall settle any dispute under this agreement according to an equitable rather than a strictly legal interpretation of its terms and their decision shall be final and not subject to appeal.

Each party shall bear the expense of its arbitrator and shall jointly and equally share with the other the expenses of the umpire and of the arbitration.

16. Extended Reporting Period

- a. We will provide an Extended Reporting Period if the policy is either cancelled or not renewed by the Insured or by us for any reason except non-payment of premium. Non-renewal by us shall mean the refusal by us to renew the policy on any terms. Non-renewal by us shall not mean change in premium, deductible, or underlying required limits, or any other terms and conditions.
- b. A **claim** first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the **claim** is for damages because of **personal injury** or **property damage** or **advertising injury** that occurred before the end of the policy period but not before any applicable Retroactive Date.
- c. The Extended Reporting Period will not reinstate the aggregate limit nor otherwise increase the limits of liability or extend the policy period.
- d. The Extended Reporting Period will be as set forth below:
 - i. If no other insurance purchased by the first Named Insured to replace this policy applies to the **claim** or would apply but for the exhaustion of its applicable limits of liability, an Extended Reporting Period of sixty (60) days from the end of the policy period will apply. This Extended Reporting Period may not be cancelled and requires no additional premium.
 - ii. If the first Named Insured makes a written request for and pays the additional premium for an Extended Reporting Period within 30 days after the expiration of the policy period, we will issue an Extended Reporting Period Endorsement for a period of twelve (12) months from the end of the policy period.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled. The Extended Reporting Period Endorsement will also amend the Other Insurance condition so that the insurance provided will be excess over any valid and collectible insurance available to an **Insured** whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the endorsement takes effect.
- e. The premium for the Extended Reporting Period Endorsement will not exceed the percentage of the total annual premium for this policy as stated in Item 5 of the Declarations. The premium for the Extended Reporting Period Endorsement will be fully earned when the endorsement takes effect.

17. Service of Suit

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 200 State Street, Boston, Massachusetts, 02109 or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of our duly authorized representatives.

Elizabeth M. Tuck

Secretary

L. H. Lally

President

IMPORTANT NOTICE TO THE INSURED

THIS IS A STAND ALONE EXCESS LIABILITY POLICY.

THE TERMS AND CONDITIONS OF THIS POLICY ARE NOT NECESSARILY CONSISTENT WITH THE TERMS AND CONDITIONS OF ANY POLICY WHICH MAY INSURE THE RETAINED AMOUNT OR THE TERMS AND CONDITIONS OF ANY POLICY WHICH SHARES THE SAME LAYER AS THIS POLICY.

SUCH INCONSISTENCY MAY RESULT IN A GAP IN COVERAGE WHICH MAY REQUIRE THE INSURED TO BEAR FINANCIAL RESPONSIBILITY AND/OR OBLIGATION AT THE TIME OF LOSS.

READ THIS POLICY CAREFULLY.

ENDORSEMENT # 1

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

FINANCIAL INSTITUTIONS ENDORSEMENT

It is agreed that this policy shall not apply:

1. (a) To the "Insured's" liability for "Personal Injury" or "Property Damage", direct or consequential, expenses on account of loss arising out of property, real or personal, held in care, custody or control of the Insured, or for such property as to which the "Insured" for any purpose is exercising physical control in any fiduciary capacity.
- (b) Money, currency, coin, bank notes, Federal Reserve notes, postage and revenue stamps, U.S. Saving Stamps, bullion, precious metals of all kinds and in any form and articles made therefrom, jewelry, watches, necklaces, bracelets, evidences of debts, debentures, script, certificates, receipts, gems, precious and semi-precious stones, bonds, securities, warrants, rights, transfers, coupons, drafts, bills of exchange, acceptances, notes, checks, withdrawal orders, money orders, travelers letter of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interests therein, and assignments of such policies, and instruments, and other valuable papers and documents, and all negotiable and non-negotiable instruments, or contracts similar to or in the nature of the foregoing, in which the "Insured" has an interest by reason of a predecessor's declared financial condition at the time of the "Insured's" consolidation or merger with or purchase of the principle assets of such predecessor, which are held by the "Insured" for any purpose or in any capacity and whether so held gratuitously or not and whether or not the "Insured" is liable, therefore, and chattels which are not hereinbefore enumerated and for which the "Insured" is legally liable.

1 of 2


Authorized Representative

10/02/92

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LX0404

INSURED'S COPY

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

2. a) To liability assumed by an "Insured" or any employee or agent of any "Insured" under any insurance binder or contract of insurance, suretyship or reinsurance.
- b) To liability resulting from errors or omissions in the writing or failing to write contracts of the type described in 2(a) above.
3. To loss or depreciation of or damage to cash or securities.
4. To "Claims" arising out of any negligent act, error or omission or a mistake committed or alleged to have been committed by or on behalf of the "Insured" in the conduct of any of the "Insured's" business activities.
5. To Claims arising out of, brought about by, or contributed to by any dishonest or fraudulent acts of the "Insured" or any director, officer or employee of the "Insured".

The term fiduciary shall include, but not by way of limitation:

1. Administrator, executor, trustee under will or personal trust agreement, committee for incompetents, guardian; and agent or sub-agent for any of the foregoing, custodian of securities, manager of real or personal property.
2. Interest or dividend disbursing agent, paying agent, fiscal agent, transfer agent, registrar, agent for voting trustees, warrant agent, depository, or agent for a committee of holders of stock or securities escrow agent or in any similar trust capacity, including trustee under a corporate bond indenture, a sinking fund agent or receiver or trustee appointed by any court in receivership, bankruptcy or reorganization proceedings.

2 of 2


Authorized Representative

10/02/92

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LX0404

INSURED'S COPY

ENDORSEMENT # 2

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

WORKMEN'S COMPENSATION, EMPLOYERS LIABILITY EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERTOOD AND AGREED THAT COVERAGE UNDER THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE "INSURED" OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE FOR "BODILY INJURY" OR "PERSONAL INJURY" UNDER ANY WORKMEN'S COMPENSATION, OCCUPATIONAL DISEASE, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS OR SIMILAR LAW. NOR SHALL THIS POLICY AFFORD ANY COVERAGE FOR ANY OBLIGATION OF THE "INSURED" TO INDEMNIFY ANOTHER BECAUSE OF LIABILITY ARISING OUT OF SUCH "BODILY INJURY" OR "PERSONAL INJURY".

10/02/92

LEXDOC021(Ed.12/87)
LX0404



Authorized Representative

ENDORSEMENT # 3

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

SCHEDULE OF RETAINED AMOUNTS

TYPE OF INSURANCE	AMOUNTS
Primary: Commercial Gen'l Liability and Automobile Liability	\$500,000 each & every occurrence (No Aggregate) excess of \$500,000 each and every occurrence
Excess Liability	\$5,000,000 each & every occurrence (No Aggregate)

All other terms and conditions remain unchanged.

10/02/92

LEXDOC021(Ed.12/87)
LX0404


Authorized Representative

ENDORSEMENT # 4

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

Named Insured Amendatory

It is hereby understood and agreed that the Named Insured be amended to include the following:

A. ROLLINS TRUCK LEASING CORP.

Transrisk Limited
Rollins Properties, Inc.

Rollins Properties Management, Inc.

Rollins-Matlack Administrative Services, Inc.
Rollins Leasing Corp.

Rollins Driver Services, Inc.
Coble Equipment Leasing Company, Inc.
Rollins Custom Carriers, Inc.
Rollins Dedicated Carriage Services, Inc.

Rollins Transportation Systems, Inc.

B. MATLACK SYSTEMS, INC.

Matlack, Inc.
Matlack International, Inc.
Super Service, Inc.

E. Brooke Matlack Inc. of Virginia, Inc.

Bayonne Terminals, Inc.

Distribution Center of Bayonne, Inc.
Rollins-Bayonne, Inc.

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10/02/92

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INSURED'S COPY

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Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

Casol Leasing

Trans Chem
Commodity Carriers, Inc.

American Transportation Service, Inc.

C. ROLLINS ENVIRONMENTAL SERVICES, INC.

Sussex Contractors, Inc.
Rollins Environmental Services (DE) Inc.
Rollins Environmental Services (NJ) Inc.
Rollins Environmental Services (TX) Inc.
Rollins Environmental Services (FS) Inc.
Rollins Environmental Services (LA) Inc.
Rollins Environmental Services of Louisiana, Inc.
Custom Environmental Transport, Inc.
Encotec, Inc.
TEK Services, Inc.
Rollins Environmental Services (UT) Inc.
Rollins Environmental Services (CA) Inc.
Rollins Research & Development Corp. of Georgia, Inc.
Rollins Chempac, Inc.
Rollins Chempac Special Services, Inc.
Rollins Environmental Services (Sales), Inc.
Oil, Inc.
Tipton Environmental Technology, Inc.

D. J.W. ROLLINS & ASSOCIATES

Rollins Jamaica, Ltd.

E. Any and all subsidiary and/or affiliated and/or joint ventures as now exist or may hereafter be constituted.

All other terms and conditions remain unchanged.

Page 2 of 2


Authorized Representative

10/02/92

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ENDORSEMENT # 5

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

NAMED PERIL POLLUTION ENDORSEMENT

Notwithstanding anything contained in this policy to the contrary, it is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

- (1) To "Personal Injury" or "Property Damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - (a) at or from premises you currently own, rent or occupy or that you formerly owned, rented or occupied;
 - (b) at or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste material;
 - (c) which are at anytime transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or
 - (d) at or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:
 - (i) to test for, monitor, clean up, remove contain, treat, detoxify or neutralize the pollutants or
 - (ii) if the pollutants are brought on or to the site or location by or for you.
- (2) Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.


Authorized Representative

10/02/92

LEXDOC021(Ed.12/87)
LX0404

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

PROVIDED HOWEVER, that this exclusion does not apply to personal injury, or property damage which is within the products hazard as defined in this policy nor to such discharge, dispersal, release or escape directly caused by hostile fire, explosion, vandalism and malicious mischief, lighting, windstorm or upset or collision of a motor vehicle.

All other terms and conditions remain unchanged.

10/02/92

LEXDOC021(Ed.12/87)
LX0404


Authorized Representative

ENDORSEMENT # 6

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

RENTEES OR LESSEES EXCLUSION

It is agreed that no insurance of any nature is afforded to the lessee or rentee, its servants, agents or employees or those using the auto with or without the permission the lessee, renter or persons alleged to be legally responsible for the use of the auto.

10/02/92

LEXDOC021(Ed.12/87)
LX0404


Authorized Representative

INSURED'S COPY

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

CARGO EXCLUSION

This policy shall not apply to loss of or damage to or destruction of merchandise, or goods while being transported in or on any vehicle operated by any Insured hereunder or while held in storage by or on behalf of the Insured before, after or in course of transit.

10/02/92
LEXOCC019(Ed.03/86)
LX0206


Authorized Representative

INSURED'S COPY

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

INSURANCE COMPANY ENDORSEMENT

It is agreed that this policy does not apply to any liability for Personal Injury or Property Damage:

- 1) Arising out of any obligation assumed by the Insured as an Insurer Reinsurer under any policy or contract of insurance, reinsurance, suretyship, annuity or endowment;
- 2) Arising out of professional services, errors or omissions committed or alleged to have been committed by the Insured is legally liable in;
 - a) effecting or failure to effect insurance contracts, binders or policies;
 - b) advising or reporting in any capacity as an insurance company, consultant insurance agent or broker;
 - c) rendering of, or failure to render, safety engineering of inspection services;
 - d) the auditing of accounts or records of others;
 - e) the operations of its investment, loan or real estate departments;
 - f) failure to settle any Claim made under any contract of insurance, suretyship or reinsurance, or to liability of the Insured for the Insured for the negligent or otherwise improper defense of any claim;
 - g) to Property Damage to negotiable and non-negotiable instruments or contracts representing money or other property, real or personal, or other property in the custody of which the Insured has undertaken in any fiduciary capacity as trustee, guardian, custodian, escrow or similar capacity either gratuitously or otherwise whether legally liable therefore or not;
 - h) arising out of liability accruing to the Company directly or indirectly from any insurance or reinsurance written by or through any Pool or Association including Pools or Associations in which membership by the Company is required under any statutes or regulations;
 - i) to the Insured's liability as a fiduciary arising out of the operation of mutual funds, pension funds or other similar activities;
 - j) arising out of the Insured's liability as a member of or contributor to any insolvency or guarantee funds, or other similar organizations or associations;
 - k) to the Insured's liability as a fiduciary arising out of the operation of mutual funds, pension funds or other similar activities;
 - l) arising out of the Insured's liability as a member of or contributor to any insolvency or guarantee funds, or other similar organizations or associations.


Authorized Representative

10/02/92
LEXOCC121(Ed.03/86)
LX0348

INSURED'S COPY

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

PENNSYLVANIA AMENDATORY ENDORSEMENT

A. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS
First Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.
3. CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE
If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
 - b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
 - c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
 - f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from the inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. NONRENEWAL

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons of nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. INCREASE OF PREMIUM

If we increase your renewal premium, we will mail or deliver to the First Named Insured:

- a. Written notice of our intent to increase the premium at least 60 days before the effective date of the premium increase; and
- b. An estimate of the increase at least 30 days before the effective date of premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the First Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

SECURITIES AND FINANCIAL INTEREST EXCLUSION

In consideration of the premium charged, it is understood and agreed that the Insurer shall have no obligation to defend or indemnify with respect to any claim alleging or asserting in any respect loss, injury or damage in connection with the purchase or sale, the offer, solicitation, or advertising for the purchase or sale, or the depreciation or decline in price or value, of any security, debt, bank deposit, or financial interest or instrument.


Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

SECURITIES AND FINANCIAL INTEREST EXCLUSION

In consideration of the premium charged, it is understood and agreed that the Insurer shall have no obligation to defend or indemnify with respect to any claim alleging or asserting in any respect loss, injury or damage in connection with the purchase or sale, the offer, solicitation, or advertising for the purchase or sale, or the depreciation or decline in price or value, of any security, debt, bank deposit, or financial interest or instrument.


Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

EMPLOYMENT-RELATED PRACTICES EXCLUSION

In consideration of the premium charged, it is understood and agreed that the Insurer shall have no obligation to defend or indemnify with respect to any claim alleging or asserting in any respect loss, injury, or damage (including consequential bodily injury) in connection with Wrongful Termination of the Insured's employees and/or Discrimination involving the Insured's employees and/or Sexual Harassment of the Insured's employees.

The following definitions apply to the foregoing:

Wrongful Termination means termination of an employment relationship in a manner which is against the law and wrongful or in breach of an implied agreement to continue employment.

Discrimination means termination of an employment relationship or a demotion or a failure or refusal to hire or promote any individual because of race, color, religion, age, sex, disability, pregnancy or natural origin.

Sexual Harassment means unwelcome sexual advances and/or requests for sexual favors and/or other verbal or physical conduct of a sexual nature that (1) are made a condition of employment and/or (2) are used as a basis for employment decisions and/or (3) create a work environment that interferes with performance.


Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

MINIMUM EARNED PREMIUM

It is understood and agreed that in the event of cancellation of this policy by or at the direction of the Insured, the Company shall retain a Minimum Earned Premium of \$122,500.

It is further agreed that the provision regarding cancellation by the Insured is amended to read:

"If the Insured cancels this policy, earned premium will be computed in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium stated herein, whichever is greater".

10/02/92
LEXCME077(Ed.03/86)
LX0082


Authorized Representative

INSURED'S COPY

ENDORSEMENT # 006

PAGE 0002

is endorsement, effective 12:01 AM 10/01/91

Forms a part of policy no.: 8652779

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

Casol Leasing

Trans Chem

Commodity Carriers, Inc.

American Transportation Service, Inc.

C.

ROLLINS ENVIRONMENTAL SERVICES, INC.

Sussex Contractors, Inc.

Rollins Environmental Services (DE) Inc.

Rollins Environmental Services (NJ) Inc.

Rollins Environmental Services (TX) Inc.

Rollins Environmental Services (FS) Inc.

Rollins Environmental Services (LA) Inc.

Custom Environmental Services of Louisiana, Inc.

Encotec, Inc.

TEK Services, Inc.

Rollins Environmental Services (UT) Inc.

Rollins Research & Development Corp. of Georgia, Inc.

Rollins Chempac, Inc.

Rollins Chempac Special Services (Sales), Inc.

Tipston Environmental Technology, Inc.

J.W. ROLLINS & ASSOCIATES

Rollins Jamaica, Ltd.

E.

Any and all subsidiary and/or affiliated and/or joint ventures as now exist or may hereafter be constituted.

All other terms and conditions remain unchanged.

Page 2 of 2

Authorized Representative

Richard Buella

DOC021(Ed.12/87)

404

/26/92

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/92

Forms a part of policy no.: 8654489

Issued to: ROLLINS TRUCK LEASING CORP., ET AL

By: LEXINGTON INSURANCE COMPANY

CONTRACTOR'S LIMITATION ENDORSEMENT

It is agreed that the insurance afforded by this policy shall not apply, unless such liability is covered by valid and collectible underlying insurance at the full limits of liability as described in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded under said underlying insurance:

1. To any liability for Property Damage arising out of:
 - A. blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
 - B. the collapse of or structural injury to any building or structure due to (i) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (ii) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - C. injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.
2. To any liability for "Personal Injury" or "Property Damage" assumed by the "Insured" under any contract.

It is further agreed that the insurance afforded by this policy shall not apply to any liability arising out of:

1. any project insured under a "Wrap-up" or any similar rating plan;
2. joint Venture(s);
3. any professional services performed by or on behalf of the "Insured", including the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and any supervisory, inspection or engineering services;
4. injury to or destruction of any property leased by, rented to, used by, or in the care, custody or control of the "Insured", his agents or subcontractors or to any property as to which the "Insured", his agents or subcontractors are for any purpose, exercising physical control.


Authorized Representative

10/02/92
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LX0035

INSURED'S COPY